

FORM NLRB-608  
(6-18)

FORM EXEMPT UNDER 44 U.S.C. 3512

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST LABOR ORGANIZATION  
OR ITS AGENTS

DO NOT WRITE IN THIS SPACE	
Case 16-CB-240231	Date Filed 4-24-2019

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name International Brotherhood of Electrical Workers, Local Union 479		b. Union Representative to contact Jimmy Burk, Business Manager	
c. Address (Street, city, state, and ZIP code)  1430 Spindletop Road, Beaumont, TX 77705		d. Tel. No. 409-833-8252	e. Cell No.
		f. Fax No. 409-833-4799	
		g. e-mail jimmy@ibew479.com	
h. The above-named labor organization has engaged in and is engaging in unfair labor practices within the meaning of section 8(b), subsections (1) and (list subsections) (A) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)  Within the last six months, the Union violated the Act by (1) failing to notify a bargaining unit member of the time and date of a trial board hearing concerning a complaint filed by that bargaining unit member; (2) refusing to file a discharge grievance on behalf of a bargaining unit employee; (3) refusing to furnish information pursuant to a bargaining unit member's information request; and (4) refusing to make an information request to the Employer on behalf of a bargaining unit member.			
3. Name of Employer Newtron Group		4a. Tel. No. 409-727-2469	b. Cell No.
		c. Fax No.	
		d. e-mail mdefee@ntned.com	
5. Location of plant involved (street, city, state and ZIP code)  1905 Industrial Drive, Nederland, TX 77627		6. Employer representative to contact  Mike Deffee, President	
7. Type of establishment (factory, mine, wholesaler, etc.) Electrical Contractor	8. Identify principal product or service Industrial Electrical Work	9. Number of workers employed +/-500	
10. Full name of party filing charge (b) (6), (b) (7)(C)			
11. Address of party filing charge (street, city, state and ZIP code) (b) (6), (b) (7)(C)		11a. Tel. No.	b. Cell No. (b) (6), (b) (7)(C)
		c. Fax No.	
		d. e-mail (b) (6), (b) (7)(C)	
(b) (6), (b) (7)(C)  DECLARATION I declare the above charge and that the statements are true to the best of my knowledge and belief.  (b) (6), (b) (7)(C) An Individual (Print/type name and title or office, if any)		Tel. No.	
		Cell No. (b) (6), (b) (7)(C)	
		Fax No.	
		e-mail (b) (6), (b) (7)(C)	
Address (b) (6), (b) (7)(C)		Date 04/22/2019	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 16  
819 Taylor St Rm 8A24  
Fort Worth, TX 76102-6107

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (817)978-2921  
Fax: (817)978-2928



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April 25, 2019

JIMMY BURK, BUSINESS MANAGER  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL UNION 479  
1430 SPINDLETOP RD  
BEAUMONT, TX 77705

Re: International Brotherhood of Electrical  
Workers, Local Union 479  
(Newtron Group)  
Case 16-CB-240231

DEAR MR. BURK:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Examiner ALEX HERNANDEZ whose telephone number is (346)227-1372. The mailing address is 1919 Smith St, Ste 1545, Houston, TX 77002-8051. If this Board agent is not available, you may contact Resident Officer STEVE E. MARTINEZ whose telephone number is (210)417-4062.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, [www.nlrb.gov](http://www.nlrb.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

April 25, 2019

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

**Procedures:** We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, [www.nlr.gov](http://www.nlr.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Timothy L. Watson", written in a cursive style.

TIMOTHY L. WATSON  
REGIONAL DIRECTOR

Enclosure: Copy of Charge

Copy of charge only sent to:

JAMMI JUAREZ  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
900 7TH ST, NW  
WASHINGTON, DC 20001-3720



**UNITED STATES OF AMERICA**  
**BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL UNION 479  
(NEWTRON GROUP)**

Charged Party

and

**(b) (6), (b) (7)(C)**

Charging Party

**Case 16-CB-240231**

**AFFIDAVIT OF SERVICE OF CHARGE AGAINST LABOR ORGANIZATION**

I, the undersigned employee of the National Labor Relations Board, state under oath that on April 25, 2019, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

JIMMY BURK, BUSINESS MANAGER  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL  
UNION 479  
1430 SPINDLETOP RD  
BEAUMONT, TX 77705

April 25, 2019

Date

Cynthia Davis, Designated Agent of NLRB

Name



Signature



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 16  
819 Taylor St Rm 8A24  
Fort Worth, TX 76102-6107

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (817)978-2921  
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Download  
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Mobile App

April 25, 2019

(b) (6), (b) (7)(C)

Re: International Brotherhood of Electrical  
Workers, Local Union 479 (Newtron Group)  
Case 16-CB-240231

DEAR (b) (6), (b) (7)(C):

The charge that you filed in this case on April 24, 2019 has been docketed as case number 16-CB-240231. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Examiner ALEX HERNANDEZ whose telephone number is (346)227-1372. The mailing address is 1919 Smith St Ste 1545, Houston, TX 77002-8051. If this Board agent is not available, you may contact Resident Officer STEVE E. MARTINEZ whose telephone number is (210)417-4062.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

April 25, 2019

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

**Prohibition on Recording Affidavit Interviews:** It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

**Procedures:** We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, [www.nlrb.gov](http://www.nlrb.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlrb.gov](http://www.nlrb.gov) or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Timothy L. Watson", written in a cursive style.

TIMOTHY L. WATSON  
REGIONAL DIRECTOR



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

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April 25, 2019

MIKE DEFEE, PRESIDENT  
NEWTRON GROUP  
1905 INDUSTRIAL DR  
NEDERLAND, TX 77627

Re: International Brotherhood of Electrical  
Workers, Local Union 479 (Newtron Group)  
Case 16-CB-240231

DEAR MR. DEFEE:

Enclosed is a copy of a charge that has been filed in this case. Although this charge is not filed against you, it is necessary for us to obtain information from you to determine whether we have jurisdiction over this case. In the future we may also need to obtain evidence from you concerning the merits of the charge. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

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**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.



If, during the investigation of this matter, the Board agent asks for evidence, I strongly urge you or your representative to promptly present all evidence relevant to the investigation. In this way, the case may be fully investigated more quickly.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at a hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

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April 25, 2019

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Very truly yours,

A handwritten signature in black ink, appearing to read "Timothy L. Watson". The signature is fluid and cursive, with a long horizontal stroke at the end.

TIMOTHY L. WATSON  
REGIONAL DIRECTOR

Enclosures

1. Copy of Charge
2. Commerce Questionnaire



**QUESTIONNAIRE ON COMMERCE INFORMATION**

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

16-CB-240231

**1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)****2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify )**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION  
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

**4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS****5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

**9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates )**

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.  
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.  
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.  
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)  
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months?** If yes, specify date: \_\_\_\_\_**10 ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

**12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE**

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.



**INTERNATIONAL BROTHERHOOD OF**

*Electrical Workers*

P. O. BOX 29

BEAUMONT, TEXAS 77704

(409) 833-8252

(409) 833-4799 FAX

**LOCAL UNION 479**

May 3, 2019

Alex Hernandez  
1919 Smith Street Ste. 1545  
Houston, Texas 77002-8051  
Case 16-CB-240231

Dear Mr. Hernandez:

This letter is in response to charges filed by (b) (6), (b) (7)(C). I will address the four (4) charges listed in section two (2) of the document sent to IBEW Local 479.

1. On November 6, 2018, a letter addressed to IBEW LU 479 and to the attention of the Executive Board was handed to (b) (6), (b) (7)(C) by (b) (6), (b) (7)(C) after the close of the regular monthly union meeting of Local 479. That letter was kept unopened in the vault at Local 479 until the regular Executive Board meeting held November 20, 2018. (b) (6), (b) (7)(C) handed that letter to the chairman then left the meeting. The chairman opened the letter and determined that the letter should be given to the (b) (6), (b) (7)(C). Per the IBEW Constitution, Article 25 Section 4, the charges were read at the December 4, 2018 regular monthly meeting of Local 479. The (b) (6), (b) (7)(C) drafted a letter that was sent to the accused party by certified mail notifying (b) (6), (b) (7)(C) of the time and date (b) (6), (b) (7)(C) should appear before the trial board. The IBEW Constitution does not require and therefore notification was not sent to the charging party. (b) (6), (b) (7)(C) did not contact Local 479 as to the time and date of that trial board. The IBEW Constitution and Local 479 Bylaws were followed regarding the charges.
2. During the week of January 28 – February 1, 2019 (b) (6), (b) (7)(C) came to Local 479 and spoke with me several times regarding (b) (6), (b) (7)(C) discharge on (b) (6), (b) (7)(C) 2019. I directed (b) (6), (b) (7)(C) to write a complete timeline leading up to (b) (6), (b) (7)(C) discharge. (b) (6), (b) (7)(C) also was directed to complete the grievance form that I gave to (b) (6), (b) (7)(C). Over the next few weeks (b) (6), (b) (7)(C) came to Local 479 to discuss (b) (6), (b) (7)(C) position on



my office discussing with me several issues including the discharge of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) happened to show up that day and the three of us discussed the discharge and at one point I had to take a phone call on my cell phone, walked out of the office and they continued the conversation without me. They could not come to any resolution. Several days later I received the completed grievance form. I read it and after discussing it with (b) (6), (b) (7)(C), I decided that only one of the four (4) violations (b) (6) listed should be grieved. On (b) (6), (b) (7)(C) I sent a letter, attached in an email, to (b) (6), (b) (7)(C) of NECA in Houston Texas notifying (b) (6), (b) (7)(C) of the filing of a grievance against Newtron Beaumont LLC. On (b) (6), (b) (7)(C) I went to Newtron's office and met with (b) (6), (b) (7)(C) to investigate the discharge. I was shown documents where (b) (6), (b) (7)(C) had signed during (b) (6), (b) (7)(C) hiring process acknowledging the various company policies including the Safety Disciplinary Action policy. After some additional discussion I left. (b) (6), (b) (7)(C) was informed that Local 479 was withdrawing the grievance based on the investigation and on (b) (6), (b) (7)(C) 2019 I sent an email to (b) (6), (b) (7)(C) informing (b) (6), (b) (7)(C) that the grievance was being withdrawn.

3. (b) (6), (b) (7)(C) contacted me requesting information outside the responsibilities as (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) intent to file charges through the NLRB. I contacted David Gonzales, who is my IBEW service representative to make sure of the responsibilities once the grievance has been withdrawn. He informed me that once the grievance has been withdrawn and if (b) (6), (b) (7)(C) is intending on filing charges through the NLRB that the investigator will be requesting that information and that I do not need to do anything further. I did not furnish the information requested.
4. During the same timeframe (b) (6), (b) (7)(C) also requested me to contact Newtron to get information from them regarding (b) (6), (b) (7)(C) intent to file charges through the NLRB. During the same discussion with David Gonzales he informed me the information (b) (6), (b) (7)(C) was requesting would be also requested by the NLRB investigator from Newtron. I did not request the information from Newtron.

Thank you for your attention.

(b) (6), (b) (7)(C)

cc: David Gonzales

(r) Willfully committing fraud in connection with obtaining or furnishing credentials for delegates to the I.C. or being connected with any fraud in voting during the I.C.

(s) Allowing another person to use, or altering in any manner, his membership card, receipt, or other evidence of membership in the I.B.E.W.

Any member convicted of any one or more of the above named offenses may be assessed or suspended, or both, or expelled.

If an officer or representative of a L.U. is convicted of any one or more of the above named offenses, he may be removed from office or position, or assessed or suspended, or both, or expelled.

If a member, or officer or representative of a L.U., is assessed and fails to pay the assessment, a lawsuit may be filed to collect the unpaid assessment.

### **Charges and Trials**

Sec. 2. All charges, except against officers and representatives of L.U.'s, shall be heard and tried by the L.U. Executive Board, which shall act as the trial board in accordance with Article XVII. A majority vote of the board shall be sufficient for decision and sentence.

(This section shall not be construed to conflict with the power of the I.P. or the I.E.C. to take action in certain cases as provided in Articles IV and VIII.)

Sec. 3. All charges against a member or members must be presented in writing; signed by the charging party; and specify the section or sections of this Constitution, the by-

laws, rules, or working agreement allegedly violated. The charges must state the act or acts considered to be in violation, including approximate relevant dates or places.

Sec. 4. Charges against members must be submitted to the R.S. of the L.U. in whose jurisdiction the alleged act or acts took place within sixty (60) days of the time the charging party first became aware, or reasonably should have been aware, of the alleged act or acts. The charges shall be read out but not discussed at the next regular meeting of the L.U. following the filing of the charges. The R.S. shall immediately send a copy of such charges to the accused member at his last known address together with written notice of the time and place he shall appear before the trial board.

Sec. 5. The trial board shall proceed with the case not later than forty-five (45) days from the date the charges were read at the L.U. meeting or Executive Board meeting. The board shall grant a reasonable delay to the accused when it feels the facts or circumstances warrant such a delay. The accused shall be granted a fair and impartial trial. He must, upon request, be allowed an active I.B.E.W. member in good standing to represent him.

Sec. 6. When the trial board has reached a decision, it shall report its findings, and sentence, if any, to the next regular meeting of the L.U. Such report or action of the board shall not be discussed or acted upon by the L.U. The action of the trial board shall be considered the action of the L.U., and the report of the board shall conclude the case, or cases, except for the accused having the right to appeal to the I.V.P., then to the I.P., then to the I.E.C., and then to the I.C. However, the board may reopen and reconsider any case or cases when it feels the facts or circumstances justify doing so any

(b) (6), (b) (7)(C)

---

**From:** (b) (6), (b) (7)(C)  
**Sent:** Friday, (b) (6), (b) (7)(C) 2019 1:03 PM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** (b) (6), (b) (7)(C) Grievance  
**Attachments:** Newtron Beaumont LLC grievance (b) (6), (b) (7)(C).PDF

Good morning (b) (6), (b) (7)(C), attached is a letter notifying NECA of a grievance against Newtron Beaumont LLC. Please read and contact me to schedule.

Thanks

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

IBEW Local Union 479

409-833-8252 ext (b) (6), (b) (7)(C) Office

(b) (6), (b) (7)(C) Cell



**INTERNATIONAL BROTHERHOOD OF**

*Electrical Workers*

P. O. BOX 29

BEAUMONT, TEXAS 77704

(409) 833-8252

(409) 833-4799 FAX

**LOCAL UNION 479**

(b) (6), (b) (7)(C) 2019

(b) (6), (b) (7)(C)

NECA

2825 Wilcrest, Ste. 303

Houston, Texas 77042

Dear (b) (6), (b) (7)(C):

This letter is to inform your office that IBEW Local Union 479 is filing a Grievance against Newtron Beaumont LLC for violation of the following:

Wrongful termination of (b) (6), (b) (7)(C) occurring on (b) (6), (b) (7)(C) 2019

Please contact my office to discuss a date and time to set up a Grievance Hearing.  
Thank you for your attention in this matter.

(b) (6), (b) (7)(C)

cc: Newtron Beaumont LLC



**GRIEVANCE FORM**

Date:

(b) (6), (b) (7)(C)

19

Name of Job:

Total Reformer Shutdown

Name of Contractor:

Newton Group

Approximate Time and Date Grievance Occurred:

4:30

PM

AM

Month

(b) (6), (b) (7)(C)

Date

(b) (6), (b) (7)(C)

YR 2019

Articles and Sections of Contract Violated:

Article 4 Sec. 11

Article 22 Sec. 201 (g)

Article 4 Sec. 01

Article 23 Sec. 101 (b)

Approximate Location of Job Where Grievance Occurred:

East of Reformer

Name of Individuals involved in or Causing Grievances:

Name (s)

(b) (6), (b) (7)(C)

Position

State How Grievance Occurred (attach additional pages if necessary)

Claim was insubordination. Asked what order I disobeyed.

Terminated immediately based on  
up keilar safety glove issue.

(b) (6), (b) (7)(C)

Black listing before on job.

What Remedy Does Grievant Suggest To Correct Grievance (attach additional pages if necessary)

Wages and benefits paid until new job.

Reduction of force or lay off, with pay,  
or change firing to reduction of force.

List Witnesses to Grievance, (if any)

Name

Name

Some afraid to step forward at  
this time.

Name

Name

Name of Job or Shop Steward

None

Name of Job or Shop Superintendent

(b) (6), (b) (7)(C)

(I was not present)

Name of Grievants Foreman

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Address

(b) (6), (b) (7)(C)

Phone No.

City

Instructions: File with Job or Shop Steward as soon as possible after knowledge of grievance.

# SAFETY DISCIPLINARY ACTION

02.0

Effective Date: 01 / 1994

Revision Date: 07 / 01 / 2017

Revision: 12

Revised & Approved By:

Mark Richardson, CSP (NGI Corp. Safety Manager)

## I. PURPOSE

The purpose of this policy is to define Newtron Holdings, LLC and subsidiary's Safety Reprimand and Disciplinary Action Program.

## II. POLICY

It shall be the policy of this company to administer a safety reprimand and disciplinary action policy consistent with safety rules, regulations, and procedures of the Company, clients, and any other governing organization, such as OSHA, NFPA, MSHA, etc.

- a. This policy supersedes Safety Disciplinary Action (Policy 02.0) of 2011, revision 11 and all preceding policies.

## III. SCOPE

This policy shall encompass all personnel working for the above named company including all levels of management. Company officials must conduct periodic inspections of work areas to ensure compliance with safety rules and policies.

## IV. GENERAL PRACTICES

The failure to follow safety practices can lead to serious consequences.

- a. Reprimands will be given to correct unsafe acts, non-compliance of safety issues, and emphasize the importance of safety.
  1. Violations such as not following safety procedures as specified under Company, client, OSHA, or any other governing organization shall be dealt with in a most strenuous manner under this policy.
    - a) In addition, failure to wear or utilize proper personal protective equipment shall be dealt with in the most strenuous manner, i.e., specified time off without pay, or termination of employment with the Company.
    - b) Other examples of safety violations include, but are not limited to, horseplay, abuse of personal protective equipment, using faulty (unsafe) equipment, unsafe operation of motorized equipment, etc.
    - c) Many forms of horseplay are detrimental to the morale of crewmembers and will not be tolerated.
      - 1) Horseplay can lead to injuries of personnel.
      - 2) In many cases of horseplay, immediate termination of employment from the Company will be administered.
  2. These reprimands will be dealt on a consistent basis, ranging from verbal reprimand to termination of employment with the Company.
- b. Each member of supervision on a particular project is responsible for issuance of Safety Violation Notices.
  1. A foreman shall not wait until a safety person reprimands an individual or worse, the individual gets injured, before utilizing the safety violation notice form.
- c. It is the supervisor's responsibility to insure their personnel are working in the safest manner possible.
  1. If an individual does not follow the safety rules and attitude of the Company, the written Safety Violation Notice is mandated.
  2. The safety reprimand shall be written and executed by the individual's foreman.



- d. Should the foreman not write the safety violation, the safety coordinator, general foreman, or superintendent will take the appropriate action, which should include a written reprimand to the foreman for not taking the prescribed action. A physical inspection of the work area or area of the violation should take place to verify the violation.
- e. During the writing and issuing process of the safety violation, the supervisor (issuer) will insure the employee is fully aware of the policy he/she violated.
  - 1. In many cases, additional training or retraining will be required to insure the employee fully understands the seriousness of the specific violation and his or her actions.
- f. Reprimands shall be retained in the individual's confidential file at the regional corporate office by the Safety Manager for an indefinite amount of time, but at a **minimum of five (5) years**.
- g. Should any Company project or job site experience excessive disciplinary problems, both safety related and non-safety related (**Policy 02.1**), injuries, etc. a review by Company management shall be conducted.
  - 1. Project supervision's attitude will be considered during the review with possible supervisory retraining as needed.
  - 2. Project supervision shall be under the same disciplinary action program as other employees of the Company
    - a) Appropriate disciplinary action will be taken, up to and including termination of employment with the Company or demotion to a lower level of supervision or removal from a supervisory status.

## V. PROCEDURE

The Safety Reprimand Form will be utilized to document both **verbal warnings** and **written safety reprimands**.

- a. The use of progressive discipline always includes progressive warnings, which will be documented.
  - 1. Progressive disciplinary action may be waived in certain instances of **gross negligence** or **disregard of safety practices, policies, or procedures** on the part of any employee.
  - 2. In this instance, **immediate termination** of employment with the Company may be invoked.
- b. The form developed for this use is available in three-copy, carbonless, book format.
  - 1. The three (3) copies are different colors, and are to be distributed as follows:
 

a)	<b>Top copy:</b>	<b>WHITE</b>	<b>{to be sent to the Regional Corporate office for documentation and tracking purposes}</b>
b)	<b>Middle copy:</b>	<b>YELLOW</b>	<b>{to be retained by the site supervisor or site safety}</b>
c)	<b>Bottom copy:</b>	<b>PINK</b>	<b>{to be given to the employee}</b>
- c. This form may also be found in **Appendix A, Form 006** in this manual.
- d. It is imperative that all spaces on this form are completed.
  - 1. In the event the employee refuses to sign the reprimand, indicate the refusal in the "Employee Signature" box.
  - 2. After all other parties have signed the form, again offer the employee the opportunity to sign the form and offer the appropriate copy to the employee.
- e. The Safety Violation forms (books) may be obtained from the Regional Corporate Safety office.

(b) (6), (b) (7)(C)

**From:** (b) (6), (b) (7)(C)  
**Sent:** Monday, (b) (6), (b) (7)(C) 2019 12:54 PM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: (b) (6), (b) (7)(C) grievance

Thank you for the confirmation (b) (6), (b) (7)(C), I'll let (b) (6), (b) (7)(C) know.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Southeast Texas Chapter NECA  
2825 Wilcrest Dr., Suite 303  
Houston, Texas 77042

[www.setxneca.org](http://www.setxneca.org)

p (b) (6), (b) (7)(C)

f 713.977.2923



**\*\* CONFIDENTIALITY NOTICE:** The information contained in this e-mail may be privileged and confidential information and is intended for the use of the individual and/or entity identified in the address of this message. If the reader of this message is not the intended recipient, or an employee or agent responsible to deliver it to the intended recipient, you are requested not to distribute or copy this communication. If you have received this communication in error, please notify us immediately by telephone or return e-mail and delete the original message from your system. Thank you.

---

**From:** (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@ibew479.com]  
**Sent:** Monday, (b) (6), (b) (7)(C) 2019 12:23 PM  
**To:** (b) (6), (b) (7)(C)  
**Cc:** (b) (6), (b) (7)(C)  
**Subject:** (b) (6), (b) (7)(C) grievance

Good afternoon (b) (6), (b) (7)(C), this email is notice that the grievance above against Newtron is being withdrawn.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

IBEW Local 479

Office (409) 833-8252 ext. (b) (6), (b) (7)(C)

Cell (b) (6), (b) (7)(C)

**From:** [Hernandez, Alex](#)  
**To:** (b) (6), (b) (7)(C) [@ibew479.com](mailto:@ibew479.com)  
**Subject:** 16-CB-240231.IBEW,Local479 --- EAJA Request for Evidence  
**Date:** Monday, June 17, 2019 4:06:00 PM  
**Attachments:** [LTR.16-CB-240231.EAJA.pdf](#)  
[image001.jpg](#)

---

(b) (6), (b) (7)(C) :

Please be advised I am in receipt of your position statement dated May 3, 2019. Attached you will find a letter from the Region requesting further information regarding the above-referenced matter. If you have any questions, please let me know. Thank you.

**Humberto A. Hernandez**

Labor-Management Relations Examiner  
National Labor Relations Board  
Region 16, Houston Resident Office  
1919 Smith St., Suite 1545  
Houston, TX 77002  
E: [alex.hernandez@nlr.gov](mailto:alex.hernandez@nlr.gov)  
T: 346.227.1372  
F: 281.228.5619





UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 16  
1919 Smith St Ste 1545  
Houston, TX 77002-8051

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (281)228-5600  
Fax: (281)228-5619

Agent's Direct Dial: (346)227-1372

June 17, 2019

JIMMY BURK, BUSINESS MANAGER  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 479  
1430 SPINDLETOP RD  
BEAUMONT, TX 77705

Re: International Brotherhood of Electrical  
Workers, Local Union 479 (Newtron  
Group)  
Case 16-CB-240231

Mr. BURK:

I am writing this letter to advise you that it is now necessary for me to take evidence from you regarding the allegations raised in the investigation of the above-captioned matter. As explained below, I am requesting to take affidavits on or before **Monday, June 24, 2019, at 10:00 AM**, at the Houston Resident Office, Located at 1919 Smith St., Suite 1545, Houston, TX 77002, with regard to certain allegations in this case.

The allegations for which I am seeking your evidence are as follows. Within the last six months, the Union violated Section 8(b)(1)(A) of the Act by: (1) failing to notify a bargaining unit employee of the time and date of a trial board hearing concerning a complaint filed by the employee; (2) refusing to file a discharge grievance on a bargaining unit employee's behalf; (3) refusing to furnish information pursuant to a bargaining unit employee's request; and (4) refusing to make an information request to the Employer on behalf of a bargaining unit employee.

I am requesting to take affidavits from **(b) (6), (b) (7)(C), (b) (7)(D)** **(b) (6), (b) (7)(C)**, and any other individuals you believe have information relevant to the investigation of the above-captioned matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge.

Please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

1. A complete copy of the Union's grievance file regarding **(b) (6), (b) (7)(C)** **(b) (6), (b) (7)(C)** 2019, discharge grievance, including a complete copy of the Union's investigation of the grievance;



2. A complete copy of all information requests received by the Union from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) for the period (b) (6), (b) (7)(C) 2019, to the present;
3. A complete copy of all communications between the Union and (b) (6), (b) (7)(C) during the period (b) (6), (b) (7)(C) 2019, to the present, including e-mails, letters, text messages, faxes, etc.;
4. A complete copy of all information requests made by the Union to Newtron Beaumont, L.L.C. during the period (b) (6), (b) (7)(C) 2019, through the present regarding (b) (6), (b) (7)(C) 2019, discharge and/or on behalf of (b) (6), (b) (7)(C);
5. A complete copy of all information requests made by the Union to the Coastal-Sabine Division of the Southeast Texas Chapter, National Electrical Contractors Association, Inc. (NECA), during the period (b) (6), (b) (7)(C) 2019, through the present regarding (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) 2019, discharge and/or on behalf of (b) (6), (b) (7)(C);
6. A complete copy of all documentation, including policies, rules, regulations, reports, disciplinary records, etc., that the Union relied on when it decided not to pursue (b) (6), (b) (7)(C) 2019, discharge grievance;
7. A complete copy of the Union's Constitution and Bylaws that were effective during the period September 1, 2018, through January 17, 2019;
8. A complete copy of all formal complaints filed by (b) (6), (b) (7)(C) during the period September 1, 2018, through the present;
9. A complete copy of the minutes for the Union's monthly meetings for the period September 1, 2018, through May 1, 2019;
10. A complete copy of the minutes for all Executive Board meetings for the period September 1, 2018, through May 1, 2019.

To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by **Monday, June 24, 2019, at 10:00 AM**, at the Houston Resident Office, Located at 1919 Smith St., Suite 1545, Houston, TX 77002. Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to [www.nlrb.gov](http://www.nlrb.gov), select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

Please contact me at your earliest convenience by telephone, (346)227-1372, or e-mail, [alex.hernandez@nlrb.gov](mailto:alex.hernandez@nlrb.gov), so that I can answer any questions you have with regard to the issues in this matter.

Best regards,

A handwritten signature in black ink, reading "Humberto A. Hernandez". The signature is fluid and cursive, with a large initial "H" and a stylized "A".

HUMBERTO A. HERNANDEZ  
Field Examiner

← IBEW LOCAL 479 (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)



Wed, Feb 6

Tried to take a call..

11:53 AM

(b) (6), (b) (7)(C)

Liked "Tried to take a call.. "

11:54 AM

Did they spin you ....

11:55 AM

(b) (6), (b) (7)(C) wants me to talk to (b) (6), (b) (7)(C). Next week after corporate leaves.

11:56 AM

(b) (6), (b) (7)(C)

I'll contact (b) (6), (b) (7)(C) ask the status ....

12:16 PM

Tue, Feb 12

(b) (6), (b) (7)(C)

Call me when you have a minute please ....

8:26 AM

Wed, Feb 13

Do you need this audio from one of these foremans I talked to the day it happened after work. Or should I just hold on to it.

1:54 PM

(b) (6), (b) (7)(C)

I don't need it. Are you still considering a grievance ....

1:56 PM

I'll come in and talk to you

2:00 PM

(b) (6), (b) (7)(C)

Call first, I'll be in and out the rest of the week ....

2:27 PM

Its also all really up to what (b) (6), (b) (7)(C) does

2:29 PM

(b) (6), (b) (7)(C)

OK ....

2:29 PM

Enter message



Send

← IBEW LOCAL 479 (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)

I'll be at the hall in 15 minutes ....

3:17 PM

On my way

3:34 PM

Thu, Feb 14

Any word yet?

4:31 PM

(b) (6), (b) (7)(C)

No ....

4:38 PM

Fri, Feb 15

Will you be in the office next week? If so, what time can I come see you Monday. I had something come to mind I want to discuss with you.

5:17 PM

(b) (6), (b) (7)(C)

I'm at the TSAEW Convention Sunday through Thursday, I have quarterly pension meeting at 9:00 am Friday , anytime after 1:00 ....

6:46 PM

Yes (b) (6), (b) (7)(C)

6:48 PM

Fri, Feb 22

Anytime after 1 pm is still good?

1:14 PM

(b) (6), (b) (7)(C)

How about 3:00 pm ....

1:35 PM

Sounds good

1:49 PM

Mon, Mar 11

In office this week?

Enter message



Send



← IBEW LOCAL 479 (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)



Mon, Mar 11

In office this week?

12:52 PM

(b) (6), (b) (7)(C)

Yes ....

12:55 PM

10 4 thank you

12:56 PM

Tue, Mar 12

understands the seriousness of the specific violation and his or her actions.

Records shall be retained in the individual's confidential file at the regional corporate office Safety Manager for an indefinite amount of time, but at a minimum of five (5) years.

Should any Company project or job site experience excessive disciplinary problems, both safety and non-safety related (Policy 22.1), injuries, etc., a review by Company management will be conducted.

1. Excessive disciplinary actions will be considered during the review with possible actions being taken.
2. Excessive disciplinary actions shall be under the same disciplinary action program as other employees of the Company.
3. Excessive disciplinary actions will be taken, up to and including immediate termination with the Company or retention to a lower level of responsibility or removal from a supervisory status.

**PROCEDURE**

When disciplinary action is taken, the Safety Manager will be notified and the appropriate action will be taken.

1. The Safety Manager will be notified of any disciplinary action taken.
2. The Safety Manager will be notified of any disciplinary action taken.
3. The Safety Manager will be notified of any disciplinary action taken.
4. The Safety Manager will be notified of any disciplinary action taken.
5. The Safety Manager will be notified of any disciplinary action taken.
6. The Safety Manager will be notified of any disciplinary action taken.
7. The Safety Manager will be notified of any disciplinary action taken.
8. The Safety Manager will be notified of any disciplinary action taken.
9. The Safety Manager will be notified of any disciplinary action taken.
10. The Safety Manager will be notified of any disciplinary action taken.

The form developed for this use is division in three-copy, color-coded book format.

The form (3) copies are different colors, and each to be distributed as follows:

- 1) Top copy: WHITE (to be sent to the Regional Corporate office for documentation and tracking purposes, to be retained by the site supervisor or site safety) (to be given to the employee)
- 2) Middle copy: YELLOW
- 3) Bottom copy: PINK

This form may also be found in Appendix A, Form 006 in this manual.

If it is imperative that all copies of the form are completed:

1. In the event the employee refuses to sign the document, include the refusal in the "Remarks" section.
2. After all other parties have signed the form, again offer the employee the opportunity to sign the form and offer the appropriate copy to the employee.

The Safety Violation Forms (Books) may be obtained from the Regional Corporate Safety office.

Page 2 of 2 Safety Disciplinary Action

Where is this safety form 006

5:32 PM

And why was I not able to sign it or not sign it.

5:33 PM

(b) (6), (b) (7)(C) would have been and should have been there for something like that. Should follow through with the grievance.

5:35 PM

Wed, Mar 13

Can I get a copy of my grievance file?

10:23 AM

Enter message



Send

IBEW LOCAL 479 (b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



Wed, Sep 19, 2018

(b) (6), (b) (7)(C)

I will not speak to you on the phone ....

2:12 PM

2:23 PM

Ok so when can I meet with you.

2:28 PM

We have no steward.

I'm gping with my next contact

2:29 PM

Going

Fri, Feb 1

(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)

SEP 19 12:15 PM

I need to get with you and give you a letter sometime

SEP 26 11:52 PM

(b) (6), (b) (7)(C) Saturday would b.c e the earliest. You filing a grievance or charge.

Charges

(b) (6), (b) (7)(C) I will ask against whom but you dont have to answer.

(b) (6), (b) (7)(C) Only because thats who I was directly dealing with Whether it was hire up or not I cant prove but everything is documented dates times. And recordings.

(b) (6), (b) (7)(C)

K

The 2011 says different than the 2015.. I'll be back up there in a secomd after I get (b) (6), (b) (7)(C).

2:44 PM

The word "all" is taken out

Enter message



Send





(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)

go.

SEP 17 AT 8:02 PM

(b) (6), (b) (7)(C) missed a call from you.

↗ Sep 17 at 8:02 PM

[CALL AGAIN](#)



0:34

SEP 26 AT 12:25 PM

I need to get with you and give you a letter sometime

SEP 26 AT 1:52 PM

(b) (6), (b) (7)(C)

Saturday would b.c e the earliest.  
You filing a grievance or charge.

[Charges](#)

(b) (6), (b) (7)(C)

I will ask against whom but you dont have to answer.

 1



Aa



GIF



On (b) (6), (b) (7)(C) 2019, I (b) (6), (b) (7)(C) was fired for Insubordination without a given reason at the time of firing and denied fair representation.

I was working on a scaffold communicating loudly with the rest of my crew. I was inside a unit that is very loud with ear plugs in my ears. The (b) (6), (b) (7)(C) came by and I showed (b) (6), (b) (7)(C) I was tied off with gloves on and ear plugs. (b) (6), (b) (7)(C) motioned a hand across (b) (6), (b) (7)(C) throat and shook (b) (6), (b) (7)(C) head. I continued pulling the temporary wire communicating with my crew. After this situation I moved to another spot to ground the cable tray. I had (b) (6), (b) (7)(C) from the shutdown Onpoint safety, who had seen me on a scaffold without kevlar gloves holding a sheathed knife and wire. I had a conversation with (b) (6), (b) (7)(C) on cutting gloves and if I needed them. I had yet to have a pair of gloves issued to me for cutting, so I asked if the gloves I had from another job would suffice. (b) (6), (b) (7)(C) examined them and said (b) (6), (b) (7)(C) has A5 and these are A3 they could still puncture but they should work. At this time, I was still communicating just as loud as before due to the noise in the unit. (b) (6), (b) (7)(C) gave me back my glove and I proceeded to do my job I was tasked to do. (b) (6), (b) (7)(C) had come by while I was working. (b) (6), (b) (7)(C) came by and asked if I was doing anything wrong. I said if I did anything wrong write me up and laughed as it was a joke. I continued my job. Earlier I had informed my (b) (6), (b) (7)(C) I needed the use of a drill. The (b) (6), (b) (7)(C) stated there was already a hole on the tray. I said yes but it's not big enough I need to use the drill. Now the (b) (6), (b) (7)(C) was informed I needed to use a drill to modify any permits we may need to do the job. (b) (6), (b) (7)(C) was on (b) (6), (b) (7)(C) way to the operators to get a high hazard permit signed so the opportunity to get the modification for my job was able to be done. However, this does not pertain to the reason I was fired. After I had grounded the tray and done my job I came down and conversed with the (b) (6), (b) (7)(C) near the (b) (6), (b) (7)(C), apparently there was a problem with me yelling to communicate my job that the (b) (6), (b) (7)(C) did not like or "know how to take" as it was expressed to me. I was told everyone I was working with knew I was doing my job and having a good time doing it. However, they have worked around me and the (b) (6), (b) (7)(C) has not. I informed (b) (6), (b) (7)(C) about the glove incident and (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) would have to think about it. I stayed in this area for about 5 min. I went to the smoke pen near our ATV and MCC. (b) (6), (b) (7)(C) came up to me and said to grab my tools and go with (b) (6), (b) (7)(C). The (b) (6), (b) (7)(C) was with (b) (6), (b) (7)(C). I asked why what's going on. I was told just grab them and let's go. I asked for the steward as we arrived at the BRM. I was told just get inside. I go into the BRM, with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) informed me as I got in that I was being terminated for insubordination. I asked what did I do that was insubordination, (b) (6), (b) (7)(C) said I had been giving (b) (6), (b) (7)(C) trouble for the past few days. I said how because I have done everything they have asked me to do. There was no reply, but a pause and I was told well I am terminating you for insubordination. I asked for the steward, I was told in all (b) (6), (b) (7)(C) years in industrial we never needed a steward. I asked well what about (b) (6), (b) (7)(C) on site. I was told (b) (6), (b) (7)(C) was on the other side and we didn't have one on this side. I said, so we are just going to violate my Weingarten rights. I was told yes, and that I need to sign this slip for termination. I said I am not signing that termination slip. I walked toward the gate after the incident as this was near quitting time. I strongly believe as I was fired due to the (b) (6), (b) (7)(C) having a problem with me communicating loudly on the job.

(b) (6), (b) (7)(C)



Due to the fact that I was given no specific reasoning of what I had done to be awarded a termination under the guise of insubordination. I am writing a more detailed description of events that had transpired that day.

There are several factors that I have analyzed that should prove my innocence for my job termination on Insubordination. First, I was informed by my (b) (6), (b) (7)(C), that the grounding needed to be done for the temporary power job. Under the principle of "obey now and grieve."

Generally, an employee who violates an employer directive or a superior's order does so at his or her peril. As stated in the leading treatise:

"It is a well-established principle that employees (1) must obey management's order and carry out their job assignments, even if such assignments are believed to violate the agreement and (2) then turn to the grievance procedure for relief." [1]

This principle is known as "obey now, grieve later." Union officials have a "special responsibility to "uphold the agreement and to take affirmative action to persuade employees to use the grievance procedure." [2]

One arbitrator noted that there are six qualifications on the application of the rule:

- (1) The refusal to obey must be knowing, willful, and deliberate;
- (2) The order must be both explicit and clearly given;
- (3) The order must be reasonable and work related;
- (4) The order must have been given by someone the employee understands to have the authority to give it;
- (5) The employee must be made aware of the consequences of failing to follow the directive; and
- (6) If practical, the employee must be given or have time to correct his purportedly insubordinate behavior.

In my (b) (6) years in the trade. It is common practice that when grounding cable raceways that the use of drills and hand tools is necessary to perform the task. There are times where the material being used does not fit properly and the use of a drill is necessary for the materials to fit properly. My (b) (6), (b) (7)(C) was informed that I needed the use of a drill to carry out the direct order that was given by my (b) (6), (b) (7)(C). When I informed my (b) (6), (b) (7)(C), "Hey, where are you headed (b) (6), (b) (7)(C)?" (b) (6), (b) (7)(C)'s response was, "I am headed to go get the high hazard permit what do you want?" I said, "Good, Hey I need to use a drill to drill this tray and put this ground on. Where is the drill?" (b) (6), (b) (7)(C) stated, "The drill is probably in the ATV, but you don't have to drill the tray there is already a hole there." I replied, "Yea obviously there is a hole here but I need to drill it to put the ground on." (b) (6), (b) (7)(C) then walked away to get the high hazard permit.

(b) (6), (b) (7)(C)



I was under the impression that by informing my (b) (6), (b) (7)(C) of common tools I would need that my (b) (6), (b) (7)(C) in route to the operator for said high hazard permit. (b) (6) would also obtain modification for our current hot work permit as was (b) (6) job duties (b) (6) took upon (b) (6) self-daily.

This placed me in a predicament that could have played out in two separate scenarios. That being, Where I still could have been reprimanded in two ways.

I either follow the obey now and grieve later rule and continue on with the task under the impression that my (b) (6), (b) (7)(C) is getting the modifications that I had made known to be needed on the permit and run the risk of permit modifications not being completed; or I wait for confirmation that the permit modifications were completed and at that point run the risk for being reprimanded for insubordination for not trusting my (b) (6), (b) (7)(C) with following through with (b) (6) task for permit modification and possibly not getting the job done that day as (b) (6) was busy with another job a few feet away from the scaffold.

I had brought up previous safety issues on the job. Safety issues that are prevalent on the job site. One such safety issue I had brought up was lifting of materials from a crane while workers were underneath it. I had stated to safety that personally if something were to happen to someone else without me speaking up about it I would not be able to sleep at night.

I also used to build scaffolds for companies in this area. I was taught for safety on a scaffold that before using a ladder you grab a ladder and shake it to make sure it is safe to be used. This is a common practice because people have used ladders and fallen from heights due to the nuts being loose and unlatching from the bolt. Testing the footing and bars while on a scaffold can be essential to my safety for my safety and well-being. If that means to tug, pull, stomp, or jump on scaffolding to be sure that it is safe so I can use it. That is a way I was taught so I know it will not fail if I needed to tie off to it or place my footing.

This job was a job where turnaround safety had requested, we speak up on safety concerns or good safety practices that occurred on the job. I had spoken to a (b) (6), (b) (7)(C) also when performing this grounding job task due to me wearing leather gloves while holding a fixed blade knife and the wire when (b) (6) saw me working. Our conversation was one that involved whether or not I could cut the wire with the gloves I had do my job. The (b) (6), (b) (7)(C) said yes, they do offer cutting protection. I proceeded to do my job. It was at the time that (b) (6), (b) (7)(C) had come around and asked the (b) (6), (b) (7)(C) if I had done anything wrong. The (b) (6), (b) (7)(C) said no (b) (6) was just asking about cutting protection on the gloves and whether they had any protection for cutting.

I would like to also note, that I had dropped a drill onto the scaffold at relaxed arm's length as I was leaving it on the scaffold to return with a handle for the drill. A (b) (6), (b) (7)(C) informed me, "hey calm down don't throw down the drill." I exclaimed, "I am calm what do you mean, but ok I won't drop the drill." I was having to yell due to my ear plugs and noise from the jobsite to

(b) (6), (b) (7)(C)



communicate with fellow employees including the (b) (6), (b) (7)(C). The (b) (6), (b) (7)(C) knew I was just communicating and was not aggressive or angry when speaking to (b) (6), (b) (7)(C). I was just being loud. (b) (6), (b) (7)(C) again stated, "while laughing. "ok calm down, Look I'm not going to do this if you want to talk then come down here." I said ok. I came down and talked to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) told me look just calm down ok, you are being watched. I said ok but I am not mad? What do I need to be calm about? There was miscommunication I didn't fully understand what (b) (6), (b) (7)(C) was trying to say exactly. I went to go get the handle for the drill as I had asked (b) (6), (b) (7)(C) and the (b) (6), (b) (7)(C) about needing it to do the job.

After I had completed my job, I stepped down off of the scaffold and had seen (b) (6), (b) (7)(C) walk by. I was in a positive and joking mood with everyone while doing my job. Many of my co workers understood I was being loud and happy to be working. I said Guess I am stirring the pot huh (joking for being loud while working in a noisy environment). (b) (6), (b) (7)(C) said yea that's what I hear. I said nah (laughing) just joking brother. I explained I wanted to talk about a safety incident. I had informed (b) (6), (b) (7)(C) about the conversation I had with the (b) (6), (b) (7)(C) about the gloves. A (b) (6), (b) (7)(C) had walked by about company policy about using a drill with leather gloves is company policy. I was discussing cut protection on the gloves I had and how I had asked the (b) (6), (b) (7)(C) if they had cutting protection. I just wanted to let (b) (6), (b) (7)(C) know about the situation that had happened because I have been on jobs where these instances can come up and catch supervision by surprise and immediate counsel would follow about informing supervision what happens, so they do not become surprised. I also said thankfully I had some because there were no gloves for cutting issued yet on the job. (b) (6), (b) (7)(C) informed me, Ok I will look into it." I said ok.

Minutes later after, talking to (b) (6), (b) (7)(C), I walked back to the MCC as this was the general location for the end of the day. It was approximately 4:30pm, (b) (6), (b) (7)(C) was with (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) told me to grab my tools. I asked (b) (6), (b) (7)(C) what do I need my tools for? Are we working late again? (b) (6), (b) (7)(C) said, "just grab your tools and come with me." (b) (6), (b) (7)(C) was angrily responding to me and I had no clue why. Confused, "I said ok." I grabbed my tools and got into the ATV with (b) (6), (b) (7)(C). I asked (b) (6), (b) (7)(C), "Where are we going?" I received no response. We arrive at the BRM. (b) (6), (b) (7)(C) says, "grab your tools and come inside." I said, "ok what is going on? If I am about to be reprimanded, I wish to see a steward." (b) (6), (b) (7)(C) said, "every person is their own steward you don't need one." I said, "what do you mean?" (b) (6), (b) (7)(C) angrily said, "just get inside." I get inside with (b) (6), (b) (7)(C). I felt I needed a steward due to multiple people in the room and no union representation. (b) (6), (b) (7)(C) proceeds to tell me, "I have brought you in here because I am terminating you for insubordination." I asked (b) (6), (b) (7)(C), "what did I do that was insubordination. Can I have a steward?" (b) (6), (b) (7)(C) states, "I had been giving (b) (6), (b) (7)(C) trouble and that in all (b) (6), (b) (7)(C) years of industrial experience I did not need a steward." I specifically asked for the name of the steward on the other side of this jobsite. I was told by (b) (6), (b) (7)(C), " (b) (6), (b) (7)(C) is on the other side. We don't have a steward over here. You are being fired and don't you need to sign this?" I said, "so we are just going to refuse me representation violating my Weingarten rights? I have no

(b) (6), (b) (7)(C)



explanation as to how I was insubordinate.” (b) (6), (b) (7) said, “Yes.” I had realized there is no reason to continue to ask nor to escalate the situation further as if I did, I felt I could have been claimed as the aggressor in this situation. I explained to (b) (6), (b) (7), “I am not signing a termination slip if there was no reasoning behind the insubordination firing.” (b) (6) said, “ok well here.” (b) (6) gave me the termination slip and I shook (b) (6) hand then walked out. I approached the gate and started talking to the a few brothers about the firing. I explained how I was confused at what I had done to be fired for insubordination. Everybody was shocked at me being fired. (b) (6), (b) (7) came up behind me and started pushing me out physically towards the gate. (b) (6) said, “come on you need to go and give me your badge.” I looked at my clock it was 4:50. I said to (b) (6), (b) (7), “ok I will go but I don’t want to be docked.” (b) (6), (b) (7) said, “I will be paid for the remainder of the day.” (b) (6), (b) (7) urged me physically by shoving me to the gate and as I was at the turnstiles before going out. (b) (6) angrily said to me, “give me your badge.” I said, I will when I badge out and go out the turnstiles then give it to you. I have to get out the gate first.” I exited the turnstiles and gave the key to (b) (6), (b) (7).

I truly felt that at this time I was being fired for bringing up the gloves issue and speaking with (b) (6), (b) (7)(C) before speaking with (b) (6), (b) (7)(C). However, I felt if I was being watched by (b) (6), (b) (7)(C) that I need to address how I was performing my job at that time and make sure I was doing my job in a safe way while (b) (6) was observing me. I do not appreciate being shoved out towards the turnstiles as I was fired either, however I maintained being calm and disciplined. There were traveling witnesses to this at the turnstiles and this was truly embarrassing and hostile to be shoved by another (b) (6), (b) (7) while exiting the facility.

During the duration of this job my (b) (6), (b) (7)(C) and this (b) (6), (b) (7)(C) constantly engaged in casual shop talk, conversing about opinions, job related duties. We casually cursed and used language amongst each other in many forms and still to this day remained friendly acquaintances on the job. There was not one person I had talked to on this job directly that did not use some type of swearing on the job site while working during the day including our (b) (6), (b) (7)(C).

I had spoken with a (b) (6), (b) (7)(C) involved and we had a conversation. (b) (6) explained to me that possibly the (b) (6), (b) (7)(C) felt I was stepping on (b) (6) toes and seen me as insubordinate when performing my job. (b) (6) explained that (b) (6) knew I was yelling and just having fun doing my job. (b) (6) also informed me that the (b) (6), (b) (7)(C) must have taken it into (b) (6) own personal hands and seen you in a different way than we all did. (b) (6) explained it is what it is I guess and how (b) (6) would see me on the next one. This same (b) (6), (b) (7)(C) wishes that I do not bring up (b) (6) name out of fear for (b) (6) job. (b) (6) does not want (b) (6) name getting back that (b) (6) discussed this with me because (b) (6) has a family also. Later that night I had called this same (b) (6), (b) (7)(C) to really make sure everything (b) (6) had said to me outside at the parking lot when leaving was true. This (b) (6), (b) (7)(C) confirmed it for a second time during our phone conversation which is recorded.

(b) (6), (b) (7)(C)



This situation had made many workers on the job afraid to speak up about the situation as they seen how it was handled and they feel that if they do speak up about their opinions on the situation that it would put them in a situation where the supervision of the job would lay them off or worse because they did speak up.

I do have one text in particular where just asking for the unit and general foreman the member is afraid to give even that much info because they feel they will get some kickback. That puts me in a situation where getting witnesses is hard to do because I do not want to put other people or their families in jeopardy for this situation.

I was also informed by another member in a phone conversation that there was a letter given to our steward and the discussion was about other people deeming others as "troublemakers." The phone conversation is the second conversation I had with this individual from this job about this situation. (b) (6) explained that, "it was given to the steward and that these are the people they are watching." I was first informed of this when on the jobsite and that I had to be careful. They are watching. The phone conversation is recorded as well, and I was told if there is anything, (b) (6) could do to let (b) (6), (b) know. I have not asked this individual if I can give (b) (6) name, but I will be in contact to see.

I do not understand why this would happen. I personally haven't had an issue with the company itself ever. I enjoyed doing my job to the best of my ability. Many people know that (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) is a hard worker and is quality. I have my opinions like everyone else however I always do my job. I before was on a job that was behind and was done in half the time with another member relying on me to lead as a local (b) (6), (b) (7)(C) and help (b) (6), (b) (7)(C) complete this job that needed be done for Newtron. That was the last time I worked for Newtron, I was asked if I wanted to transfer, I politely said no and asked for a lay off. I had thought I had left this local on good terms by doing that for this contractor. I went to Dallas for another job and a new opportunity to learn something different. This job that this incident occurred on was a job I had took coming back solely so I can man the locals work as well as make some money. If I had known I was going to be targeted as a "troublemaker" before I showed up. I would have not gone to the job.

(b) (6), (b) (7)(C)

### Notice of Termination

Name **(b) (6), (b) (7)(C)** Classification **(b) (6)**  
 Date of Hire **(b) (6), (b) (7)(C)** Date of Termination **(b) (6), 2019 6:14:00 AM**  
 SS# **(b) (6), (b) (7)(C)** Eligible for Re-hire: Yes No ☒

#### Reason For Termination

<input type="checkbox"/> Layoff	<input type="checkbox"/> Discharge	<input type="checkbox"/> Voluntary Quit
<input type="checkbox"/> Reduction in Force	<input type="checkbox"/> Misconduct on Job	<input type="checkbox"/> Dissatisfied - Explain
<input type="checkbox"/> Job Completion	<input type="checkbox"/> Absence	<input type="checkbox"/> Leave Taken
<input type="checkbox"/> Shut Down	<input type="checkbox"/> Not Qualified - Explain	<input type="checkbox"/> Sickness
<input type="checkbox"/> Other - Explain	<input type="checkbox"/> Violation of Company Policy	<input type="checkbox"/> Lack of Hours
	<input checked="" type="checkbox"/> Other - Explain	<input type="checkbox"/> Other - Explain

Explanation: **TERMINATED FOR INSUBORDINATION = THIRTY DAY SUSPENSION FOR REHIRE.**

Firm's Name **Newtron Beaumont L.L.C.**

Date **(b) (6), 2019**

Signed **(b) (6), (b) (7)(C)**

Copy Distribution: ☐ Worker ☐ Local Union ☐ Union Employees ☐ Newtron Employees ☐ IBEW ☐ IBEW Local Union ☐ Other

## 479Resign

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**From:** (b) (6), (b) (7)(C)  
**Sent:** Wednesday, March 13, 2019 8:09 AM  
**To:** 479Resign  
**Subject:** Fw: Request for information.  
**Attachments:** Request for information.docx

*Sent from my LG V35 ThinQ, an AT&T 5G Evolution smartphone*

----- Original message -----

**From:** (b) (6), (b) (7)(C)  
**Date:** Wed, Mar 13, 2019 7:32 AM  
**To:** (b) (6), (b) (7)(C) ;  
**Cc:**  
**Subject:** Request for information.

GREG MACON  
BUS. MGR. FIN. SEC.



**INTERNATIONAL BROTHERHOOD OF**

*Electrical Workers*

P.O. BOX 29  
(409) 833-8252

BEAUMONT, TEXAS 77704  
(409) 833-4799 FAX

**LOCAL UNION 479**

November 19, 2019

Mike Defee  
Newtron, Inc.  
1905 Industrial Park Dr.  
Nederland, TX 77627

Dear Mike:

As per our Settlement Agreement with the National Labor Relations Board, pertaining to (b) (6), (b) (7)(C), we are required to provide (b) (6), (b) (7)(C) with the information that (b) (6) requested on (b) (6), (b) (7)(C) 2019. Attached is the request that (b) (6), (b) (7)(C) sent to us. As you can see, the information that has been requested should be in Newtron's possession.

Local Union 479 requests that Newtron provide us with a copy of any information that you may have on the attached list. We need this information as soon as possible. We must complete a certificate of compliance by November 27, 2019. Please contact me if you have any questions. If this request cannot be completed by the above date, please notify us in writing.

Sincerely yours,

(b) (6), (b) (7)(C)  
[Redacted Signature]

Cc: (b) (6), (b) (7)(C)



Request for information.

- 1) A copy of the personnel file of (b) (6), (b) (7)(C) .
- 2) Copies of all company rules, policies, and postings relating to insubordination and safety.
- 3) A copy of any forms signed by (b) (6), (b) (7)(C) involving safety reprimand, rules for safety.
- 4) Copies of any guidance, instructions, or memoranda issued to supervisors on how to enforce disciplinary action for safety or insubordination, including email correspondence.
- 5) A list of all facts and circumstances considered by the company in making decisions to terminate (b) (6), (b) (7)(C) .
- 6) Copies of all documents, incidents reports, letters written or not, photographs, or other items that relate to the decision to terminate (b) (6), (b) (7)(C) , including email correspondence.
- 7) The names of all witnesses to the incident involving (b) (6), (b) (7)(C) and copies of any written, audio, or video statements.
- 8) The names of each person interviewed by the company, copies of interview notes, and any audio or video recordings.
- 9) A copy of the report prepared by supervisors or safety personnel concerning the alleged misconduct of (b) (6), (b) (7)(C).
- 10) The names of any employees warned or disciplined for violating orders or safety violations over the previous five years, including employees who are no longer working for the company.
- 11) In regard to each current or past employee listed in response to Request #10, please provide:
  - a) A copy of the notice of discipline issued to the employee.
  - b) A statement as to whether the original penalty was modified, and if so, the final penalty imposed.
  - c) A copy of any grievance settlement related to the infraction.

d) A copy of the employee's personnel file.

12) The name of any non-bargaining-unit employees, including supervisors, who violated direct orders or safety violations over the past five years and the dates and descriptions of any penalties issued for said violations.

Please provide the requested information within the next two weeks. If this case goes to arbitration, the union will oppose the introduction of any non-disclosed information.

Where as, An employer has the statutory obligation to provide, on request, relevant information that the union needs for the proper performance of its duties as collective- bargaining representative. NLRB v. Truitt Mfg. Co., 351 U.S. 149, 152 (1956); NLRB v. Acme Industrial Co.. 385 U.S. 432,435-436 (1967); Detroit Edison Co. v. NLRB, 440 U.S. 301 (1979).



## Field Employee Policies Acknowledgement & Consent

13872

Newton Beaumont L.L.C.

(hereinafter referred to as "the Company" or "Company")

I acknowledge receipt of the Field Employee Policies which includes the Company's Pay & Hours, Health & Benefits, FMLA, Entertainment, Solicitation & Distribution and Newton's Laws of Safety policies, as well as the policies described below.

### **STANDARDS OF CONDUCT, EEO & HARASSMENT ACKNOWLEDGEMENT (01/18 - Revision 0)**

As an employee of the Company, I acknowledge that I have received, read and understand the Standards of Conduct, Equal Employment Opportunity ("EEO") & Harassment policies of the Company and acknowledge and agree that compliance with all of the Company's policies is a condition of my employment. I understand that any failure to comply with any such policies may result in disciplinary action, up to and including termination of employment.

*Employee Initials*

### **VEHICLE USE ACKNOWLEDGEMENT & CONSENT (01/18 - Revision 0)**

As an employee of the Company, I acknowledge that I have received, read and understand the Vehicle Use policy of the Company and acknowledge and agree that compliance with all of the Company's policies is a condition of my employment. I consent to an annual Motor Vehicle (or equivalent) driver's license check and agree to accident deductible requirements. I understand that any failure to comply with any such policies may result in disciplinary action, up to and including termination of employment.

*Employee Initials*

### **COMPUTING RESOURCES ACKNOWLEDGEMENT (01/18 - Revision 0)**

As an employee of the Company, I acknowledge that I have received, read and understand the Computing Resources policy of the Company and acknowledge and agree that compliance with all of the Company's policies is a condition of my employment. I understand that any failure to comply with any such policies may result in disciplinary action, up to and including termination of employment.

*Employee Initials*

### **EMPLOYEE NON-DISCLOSURE ACKNOWLEDGEMENT (01/18 - Revision 0)**

As an employee of the Company, I acknowledge that I have received, read and understand the Employee Non-Disclosure Agreement of the Company and acknowledge and agree that compliance with all of the Company's policies is a condition of my employment. I understand that any failure to comply with any such policies may result in disciplinary action, up to and including termination of employment.

Furthermore, I acknowledge and agree that should employment terminate, that any disclosure, use or retention of any such Proprietary Materials defined in the Employee Non-Disclosure Agreement is strictly prohibited. Accordingly, I acknowledge and understand that in addition to any other remedies available, the terms and conditions of this Agreement may be enforced by





## Field Employee Policies Acknowledgement & Consent

Newtron Beaumont L.L.C.

(hereinafter referred to as "the Company" or "Company")

injunction, and I agree to pay any and all reasonable costs, expenses and attorney's fees of Company to enforce the provisions of this Agreement.

I acknowledge and agree that the obligations under this Agreement are to remain in effect for perpetuity. (b) (6), (b) (7)(C)

**Employee Initials**

### SAFETY HANDBOOK ACKNOWLEDGEMENT (Current)

As an employee of the Company, I acknowledge that I have received, read and understand the employee Safety Handbook of the Company and acknowledge and agree that compliance with all of the Company's safety policies is a condition of my employment. I understand that any failure to comply with any such safety policies may result in disciplinary action, up to and including termination of employment. (b) (6), (b) (7)(C)

**Employee Initials**

### ANTI-DRUG (01/18 - Rev 0) & ALCOHOL (01/18 - Rev 0) ACKNOWLEDGEMENT & CONSENT

The Company is committed to a workplace which is free from drugs and alcohol. Employees must agree to abide by these policies in all respects.

As an employee of the Company, I acknowledge that I have received, read and understand the Anti-Drug & Anti-Alcohol policy of the Company, as stated in the employee Safety Handbook, and acknowledge and agree that compliance with all of the Company's policies is a condition of my employment. I understand that any failure to comply with any such policies may result in disciplinary action, up to and including termination of employment.

In addition, I give my consent to and agree to release and hold harmless the Company, their doctors, medical personnel, or other governmental agencies to be tested per the Anti-Drug & Anti-Alcohol policies and for the release of the results.

If I become incapacitated while in the course and scope of my employment, I authorize the Company or the Medical provider to obtain urine, hair and/or blood sample(s) for drug and alcohol testing purposes in accordance with Company policy. My signature below establishes and evidences my consent for the sample(s) to be tested and the results given to the Company and those authorized (b) (6), (b) (7)(C) company to receive them.

**Employee Initials**





## Field Employee Policies Acknowledgement & Consent

(hereinafter referred to as "the Company" or "Company")

*By signing below I acknowledge receipt of and agree to abide by these Company policies and agreements; Pay & Hours, Health & Benefits, FMLA, Standards of Conduct, EEO & Harassment, Vehicle Use, Computing Resources, Employee Non-Disclosure, Safety Handbook, Anti-Drug & Anti-Alcohol, Entertainment, Solicitation & Distribution, Newton's Laws of Safety; receipt of which I have acknowledged with my initials on pages 23-25 of this document.*

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

6/6/2018

Employee (Printed Name)

Employee Signature

Date

(b) (6), (b) (7)(C)

Employee ID No.

*After signing above, please return all 3 Acknowledgement and Consent pages to your appropriate HR representative.*

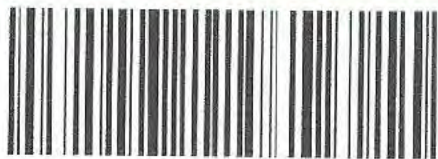


LOCAL UNION NO. 479  
P.O. Box 29  
BEAUMONT, TEXAS 77704

RETURN SERVICE REQUESTED

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

**CERTIFIED MAIL®**



7018 2290 0000 2164 9168

(b) (6), (b) (7)(C)



1000

U.S. POSTAGE PAID  
FCM LETTER  
NEDERLAND, TX  
77627  
DEC 06, 18  
AMOUNT

**\$6.70**

R2304M112579-08

773 DE 1

0012/15/18

RETURN TO SENDER  
NO SUCH NUMBER  
UNABLE TO FORWARD

NSN

BC: 77704002929

\*1133-03537-08-26

777040029

7763238379 R

**CERTIFIED MAIL®**



7017 1450 0001 2938 2480



1000



77705

U.S. POSTAGE PAID  
FCM LETTER  
PORT NECHES, TX  
77651  
OCT 03, 18  
AMOUNT

**\$6.91**

R2305H130526-1

Not  
10/5/18

IBEW LU479  
Attn: Executive Board

143

Bea

NIXIE

773 DE 1

0011/02/18

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

UNC

BC: 77651601046

\*9933-07624-03-46

776516010

770536613 C

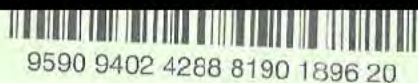


**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

(b) (6), (b) (7)(C)



9590 9402 4288 8190 1896 20

2. Article Number (Transfer from service label)

7018 2290 0000 2164 9168

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Delivery Restricted Delivery  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

(over \$500)

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

- ☐ Agent  
☐ Addressee  
Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Delivery Restricted Delivery  
☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

(over \$500)

Domestic Return Receipt

**USPS TRACKING #**



9590 9402 3806 8032 6747 75

United States  
Postal Service

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

\* Sender: Please print your name, address, and ZIP+4® in this box\*

(b) (6), (b) (7)(C)



9590 9402 3360 7227 1278 53

7018 0360 0000 9475 3636

PS Form 3811, July 2015 PSN 7530-02-000-9053

USPS TRACKING #



9590 9402 3360 7227 1278 53



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

United States  
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

IBEW LU 479  
PO Box 29  
Beaumont, TX 77704

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

IBEW LU 479  
Attn: Executive Board  
1430 Spindletop Rd.  
Beaumont, TX 77705



9590 9402 3806 8032 6747 75

2. Article Number (Transfer from service label)

7017 1450 0001 2938 2480

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input checked="" type="checkbox"/> Certified Mail®              | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input checked="" type="checkbox"/> Return Receipt for Merchandise  |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                            |   |
| <input type="checkbox"/> Mail Restricted Delivery                |   |



Notice of Termination

Name (b) (6), (b) (7)(C) Classification (b) (6), (b) (7)(C)  
Date of Hire (b) (6), (b) (7)(C) Date of Termination (b) (6), (b) (7)(C) 2018 11:26:00 AM  
SS# (b) (6), (b) (7)(C) Eligible for Re hire Yes ☒ No ☐

Reason For Termination

<input checked="" type="checkbox"/> Layoff	<input type="checkbox"/> Discharge	<input type="checkbox"/> Voluntary Quit
<input type="checkbox"/> Reduction in Force	<input type="checkbox"/> Misconduct-on-Job	<input type="checkbox"/> Dissatisfied - Explain
<input type="checkbox"/> Job Completion	<input type="checkbox"/> Absentee	<input type="checkbox"/> Leave Town
<input type="checkbox"/> Shut Down	<input type="checkbox"/> Not Qualified - Explain	<input type="checkbox"/> Sickness
<input type="checkbox"/> Other - Explain	<input type="checkbox"/> Violation of Company Policy	<input type="checkbox"/> Lack of Hours
	<input type="checkbox"/> Other - Explain	<input type="checkbox"/> Other - Explain

Explanation \_\_\_\_\_

Firm's Name Newtron Beaumont L.L.C.

Date (b) (6), (b) (7)(C) /2018

Sig

(b) (6), (b) (7)(C)

Copy Distribution White - Local Union Green - Employee Yellow - Employer Pink - JATC (only for apprentices) Gold - NECA Blue - IBEW



INTERNATIONAL BROTHERHOOD OF

*Electrical Workers*

P. O. BOX 29

BEAUMONT, TEXAS 77704

(409) 833-8252

(409) 833-4799 FAX

LOCAL UNION 479

December 5, 2018

(b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C):

You are hereby notified to appear before the Trial Board of Local Union 479, IBEW, meeting at 1430 Spindletop, Beaumont, Texas, on Thursday, (b) (6), (b) (7)(C) 2019 at 7:00 pm, to answer charges filed against you by (b) (6), (b) (7)(C), Card No. (b) (6), (b) (7)(C), for an alleged violation of

Article 25, (a), (g) as well as  
Section 4.11 (e), (f) of the Bylaws

Enclosed is a copy of the original charge filed against you. You may bring witnesses to give evidence on your behalf. You will be afforded the opportunity at the hearing to present relevant evidence and to cross-examine any witnesses you may desire. You may, if you desire, have an active IBEW member act as your counsel.

Fraternally yours,

(b) (6), (b) (7)(C)

Local Union 479, IBEW

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

ORANGE, TX 77632

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fees as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$2.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail (restricted delivery)	\$3.00
<input type="checkbox"/> Adult Signature Required	\$3.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$3.00

Postage  
\$0.50  
Total Postage and Fees

Sent To (b) (6), (b) (7)(C)

Street Address

City, State

PS Form 3800, June 2015

Postmark  
Here

02/25/2018

See for Instructions

To the attention of the Executive board of Local 479

To whom it may concern,

I, (b) (6), (b) (7)(C) , respectively request to file formal charges against member (b) (6), (b) (7)(C) for Art. 25, (a), (g). During the time I was employed at Chevron Phillips Port Arthur, there were multiple instances of violations of Section 4.11 (e) and (f) of the bylaws, committed by said member. These instances caused me as (b) (6), (b) (7)(C) the inability to ensure the safety of my crew due to not knowing their general location. I had members on the job ask (b) (6), (b) (7)(C) in my presence who their foreman was when I explained to them that I was no longer their (b) (6), (b) (7)(C). This came about when I made it known the amount of people on my crew. Instead of increasing my pay to (b) (6), (b) (7)(C) and allowing me to follow those duties set forth, (b) (6) as acting (b) (6), (b) (7)(C) cut my crew in half and assumed the responsibilities of the other half; however, this was done without communicating this to the working members within (b) (6) crew. This caused confusion among the workers, leading to where I would receive multiple calls from the members (b) (6) obtained. (b) (6) left at 5:30 to 6pm leaving them there at times well outside the times from (b) (6), (b) (7)(C) leaving. I realized (b) (6) had left (b) (6) workmen on the job without informing them they could leave- thus creating a safety issue on the job site. The mandatory safety requirements of the plant were not adhered to on multiple days by the individual for me as a member and possibly others. There were also multiple instances of harassment that continued throughout my time on the job that a few members- whether they come forward or not- believed was (b) (6) way of making my time on the job miserable, which would lead to my leaving of the job site. I am (b) (6), (b) (7)(C) in 479 and truly respected this member who I am having to write about today. For reasons unbeknown to me, I was constantly targeted by said member on the job with threats of "Do I want to be replaced?" on an almost daily occurrence; including one time where (b) (6) asked around looking for another (b) (6), (b) (7)(C), but nobody wanted the position. It was brought to my attention that outspoken or opinionated individuals are highly disliked on the job site, which may have been the reason for the actions from said member that were imposed on me during this time. Towards the end of this time, I finally said to the management just go ahead and give me a lay-off because if I stay here this will just be a constant fight for me to be able to maintain a job and provide for my family. This was during the time I spoke with the (b) (6), (b) (7)(C) , because the member wished to fire me for turning my head and spitting as it got on the UTV unintentionally. I was left with no other decision which caused my family, including (b) (6), (b) (7)(C) , financial and economic loss until the time I was able to get back on another job; including loss of pay, loss of hours for insurance, loss of funds for pension, loss of funds for annuities, as well as harming my status as a respected working Journeyman out of my home local 479. Dates and times of occurrences are held within my notes. Thank you for taking your time to review this request.

Respectfully,

(b) (6), (b) (7)(C)



8-30-18

3:30 (b) (6), (b) (7)(C) comes into maint. 2 with (b) (6), (b) (7)(C).

3:55PM permit turn in time

3:45PM turned in permit

4:00PM (b) (6), (b) (7)(C) tells me I turned in the permit early, (b) (6) makes up a rule stating we shouldn't turn in permits until 4:00PM; but only to me.

9-4-18

11:25AM come for lunch arrive with everyone already eating sitting down.

1:57PM come for break everyone already sitting down.

9-5-18

0700- (b) (6), (b) (7)(C) told us we are to walk from maint. 2 to jobsite at other end of plant. I go ahead and bring my lunch kit and stuff to tent.

0745-Asked for meter to check for zero potential.

0745- (b) (6), (b) (7)(C) expected me to bring everyone's tools and harnesses to the job site.

0745- Crew in tent (b) (6), (b) (7)(C) crew in maint. 2

1530 - Put tools up at heaters.

1545- Turn in permit, sign out crew, (b) (6), (b) (7)(C) states I turned in the permit early; however, I held it until 1600. I have to travel from one end of the plant to the other to turn in monitors. We leave at 1620.

No Transportation.

9-5-18

Morning brief for job at BRM /w (b) (6), (b) (7)(C) spoke to (b) (6), (b) (7)(C) about being a (b) (6), (b) (7)(C) on job to replace me. Never late always doing my job as working (b) (6), (b) (7)(C) and always working.

9-7-18

0635- (b) (6), (b) (7)(C) sent people on the unit inside battery limits not at tent, no permit, manpower sheet, etc.

0635- Permit retrieved and signed 0640 usual time for most days.

0710 - monitors still at other side of refinery, no monitors to be able to be in unit. Ready to go at heaters, 7 people waiting for monitors.

0720- Rushed out of tent in the morning was told it doesn't look good. Still at heaters no monitors.

0725- (b) (6), (b) (7)(C) shows up with monitors, questions if I came in unit without monitors when (b) (6), (b) (7)(C) knew, insinuates I have done wrong by not having a monitor on; however, neither does (b) (6), (b) (7)(C). Tells me I can be replaced, threatens my job twice when I respectively asked (b) (6), (b) (7)(C) to stop harassing me on the job, I also



request please retrieve my monitors for me and my crew so I can go to work if we are in a rush as lack of production has already fired another IBEW member.

0730- (b) (6), (b) (7)(C) had brought 3 (b) (6), (b) (7)(C) into unit not signed in, I signed them in knowing they are there. Asks who I have working on what before I can walk down the job and see what night shift has done.

0815- (b) (6), (b) (7)(C) sees the information I am working with and states (b) (6), (b) (7)(C) understands the confusion of what I am working with.

9-9-18

0620- (b) (6), (b) (7)(C) from Chevron came into tent, asked "What do you have planned today (b) (6), (b) (7)(C)?" Me and this rep got along like all of the other employees. I said, "I will know when I get out there, (b) (6), (b) (7)(C). Good morning, I am filling out paperwork now. Is that ok?" (b) (6), (b) (7)(C) said "Yes, sure, that is fine" I said "OK, good thank you, so it is ok for us to do our paperwork in here or would Chevron get mad for us being in here doing our paperwork?" (b) (6), (b) (7)(C) wants us outside with the mosquitoes at the setup next to the tent because (b) (6), (b) (7)(C) says we are the only contractors in there. However, (b) (6), (b) (7)(C) replied about the paperwork, "We have better facilities for things like this (b) (6), (b) (7)(C) there is no need to go outside to be eaten by mosquitoes, they built this Tent for a reason."

1000- Not enough female jumpers on job, (b) (6), (b) (7)(C) We could swap connectors as (b) (6), (b) (7)(C) had informed another member to do, was told united quick connects have to be female at load side for functionality. However, I know that is not the case and the next day night shift had switched the connectors to male due to the reason and the system still worked. (b) (6), (b) (7)(C) tried lying to me stating it had to be a certain way which held up production on the job.

9-9-18

0735- Took another Newtron UTV to retrieve a gas test, as my UTV was taken for someone to get their tools without my knowledge of them taking it. Called on the radio (b) (6), (b) (7)(C) had noticed I was in another cart, did not want us stealing carts. Tried explaining that to (b) (6), (b) (7)(C) so I can keep production going, (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) doesn't care and says "you heard what they said didn't you." Later I had talked to (b) (6), (b) (7)(C) didn't know it was a Newtron cart and said that I was fine, (b) (6), (b) (7)(C) just didn't want us stealing other crafts carts. (b) (6), (b) (7)(C) had no reason to act as (b) (6), (b) (7)(C) did.

9-15-18

(b) (6), (b) (7)(C) called as I was getting permit in a threatening tone for whatever reason after two days of me handling vapor point contractors and evergreen with no material on job, to handle grounding for Chevron. We performed duties with no issues except for lack of materials and (b) (6), (b) (7)(C) was threatening on phone.

0930- This day no break, I tried to take break (b) (6), (b) (7)(C) won't let me says I need to be at setup for (b) (6), (b) (7)(C), I go out there and wait.

0941- (b) (6), (b) (7)(C) calls to go to BRM still no transportation I am on foot, has me go get a lock for tent A/C, they can't work under my lock, I bring lock back to BRM.

10:30- Attempt to take break

10:35- (b) (6), (b) (7)(C) makes me go get cart will not let me take break again.

9-16-18

(b) (6), (b) (7)(C) goes to (b) (6), (b) (7)(C) before coming to me to see about work done that morning, jumping chain of command disrespecting me in front of crew.

9-18-18

After talk this day in the morning with (b) (6), (b) (7)(C) about size of crew and pay, (b) (6), (b) (7)(C) splits my crew so I am working (b) (6), (b) (7)(C) pay, and takes over my other half of crew as (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C). Asked again if I wanted to be replaced. Took people out of my crew without my knowledge after I brought up working outside of the agreement with number of Journeyman on the job. No Steward on the job.

Later that day stopped work from a job that needed to be done this day or tomorrow for 480v cabinet power with generator grounding and bonding to check to see if a seal was poured. Pulled from job because (b) (6), (b) (7)(C) has the power to do so; however, this could have waited because the job for the poured seal inquiry wasn't needing to be done until Sunday- it was a job for Sunday. I know this because the (b) (6), (b) (7)(C) came and asked what we were doing and (b) (6), (b) (7)(C) said "y'all are looking at the step for that job for Sunday." I looked at (b) (6), (b) (7)(C) and said "so this is for a job for Sunday?" Then I went back to my generator job.

9-20-18

Leads pulled off generator for job at Cyclo, temp power, informed (b) (6), (b) (7)(C) we no longer have anymore 4/0 Leads because these were the last ones pulled from the generator. (b) (6), (b) (7)(C) picked up a lead around (b) (6), (b) (7)(C) neck and dropped it striking the (b) (6), (b) (7)(C) in the private area. The (b) (6), (b) (7)(C) you could tell had received impact that caused pain. I did report this later on that day. I also learned there was talks of bringing someone in to replace me, although no official reason was given.

9-23-18

Day prior at end of day I had turned head and spit unintentionally getting on UTV, which ultimately lead to (b) (6), (b) (7)(C) only supposed opportunity of firing me. Not eligible for rehire is what (b) (6), (b) (7)(C) had wanted.

0630- UTV parked behind a stairwell, (b) (6), (b) (7)(C) parked behind me, Innovative (b) (6), (b) (7)(C) called me for voltage drop of chords for (b) (6), (b) (7)(C) fans, I am discussing this over the phone at the cart. (b) (6), (b) (7)(C) had sent me for ground check, which I am in the UTV in process of doing. (b) (6), (b) (7)(C) yells at me multiple times because I am on the phone, however (b) (6), (b) (7)(C) does not know I am handling a phone call for a temp power issue. (b) (6), (b) (7)(C) can see I am parked in front of a stairwell cannot get out and (b) (6), (b) (7)(C) is parked behind me. Yelling at me telling me why don't I do what (b) (6), (b) (7)(C) told me to do. I can't go anywhere with (b) (6), (b) (7)(C) parked behind me.

0645- At 6 stack parked next to (b) (6), (b) (7)(C) at the same time, walk 15 feet and I turn around to get my map at UTV, (b) (6), (b) (7)(C) stops me and says come here. I said what (b) (6), (b) (7)(C) I'm trying to get this done. (b) (6), (b) (7)(C) asks with a smile "you get that ground check done". This is not the first time (b) (6), (b) (7)(C) has ordered me to stop and come to (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) and has that power over me. I comply every time, but I know what (b) (6), (b) (7)(C) is doing is out of (b) (6), (b) (7)(C) enjoyment for power over another person. I said, (b) (6), (b) (7)(C) you just saw me walk 15 ft and walk right back, what the f\*\*\*? So, (b) (6), (b) (7)(C) walks away and I continue my duties.



1130- (b) (6), (b) (7)(C) approaches me after I stop at the BRM, (b) (6) wants to talk and I explain I'm about to go to lunch. (b) (6) says ok go to lunch and then come back.

1200- I go back to the BRM me and (b) (6), (b) (7) talk. (b) (6), (b) (7) explains that (b) (6), (b) (7) wants to fire me because I spit on the UTV, and I didn't listen to what (b) (6) wanted me to do that morning. I explained to (b) (6), (b) (7) look I apologize I turned my head spit and it got on the UTV, explained the situation that morning. (b) (6), (b) (7) said look I just need you two to get along. At this point, I knew this was going to be a constant issue every day, I explained to (b) (6), (b) (7), look just give me a layoff and I'll go somewhere else because as you can see at this point, with (b) (6), (b) (7)(C) coming out here I even said then if y'all want to get rid of me give me a layoff I will leave, this has been a constant game with (b) (6), (b) (7) and (b) (6) is not going to stop until (b) (6) finds some viable reason to try and fire me. (b) (6), (b) (7) looked at me said I believe you and gave me an ROF. I shook many people's hands and said I would see them on the next one. A member had approached me when I had said this and (b) (6) said "Good, because I was going to tell you (b) (6), (b) (7)(C) it would probably be best to drag up because they were searching for a reason to fire you."

During this entire documentary of these notes, I was constantly harassed from the beginning date to the end. It was a situation where one (b) (6), (b) (7) with power knew (b) (6) had power over another and if the other didn't do as (b) (6) asked at that moment (b) (6) was going to fire the other with insubordination. I have recordings on my phone of conversations. My tone or words were not always adequate, but when a (b) (6), (b) (7) is harassed nonstop on a job you can only take so much before you speak your opinion in your own words on the situation and ask why. I do not deal with threats very well nor does any man, especially when there is nothing to warrant those threats of job security. For that I will say forgive me for my language, if these recordings are used.



(b) (6), (b) (7)(C)

-19 Trial Board

7:00 PM

(b) (6), (b) (7)(C)

members present (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

\* the chair (b) (6), (b) (7)(C)

read the charges  
Art 25(a)(g) as well as  
Section 4.11(c)(f) of the  
bylaws\* the chair stated the  
charges are moved for  
dismissal due to letter  
not being signed and  
charging member

(b) (6), (b) (7)(C)

not being present

Adjourned 7:20

Respectfully

(b) (6), (b) (7)(C)

**Local Union 479, IBEW**  
and the  
**Coastal Sabine Division of the Southeast Texas Chapter of NECA**  
**2014 Agreement between the Parties**

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2014

AGREEMENT

between

LOCAL UNION NO. 479 of the  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

and

COASTAL-SABINE DIVISION of the  
SOUTHEAST TEXAS CHAPTER,  
NATIONAL ELECTRICAL CONTRACTORS  
ASSOCIATION, INC.

Beaumont, Texas

**PARTIES CLAUSE**

Agreement by and between the Coastal Sabine Division of the Southeast Texas Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 479, IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the Southeast Texas Chapter of NECA and the term "Union" shall mean Local Union No. 479, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

**BASIC PRINCIPLES**

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common-sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

## **Effective Date - Changes - Term of the Agreement**

### **SECTION 1.01: Period of Agreement**

This Agreement shall take effect September 29, 2014 and shall remain in effect through September 30, 2018, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from the start of the first full pay period October through the last pay period in September of each year, unless changed or terminated in the way later provided herein.

### **SECTION 1.02: Notice of Amendment**

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
- (c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20<sup>th</sup> of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (e) When a case has been submitted to the Council, it shall be the responsibility of the Negotiating Committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (f) Notice of a desire to terminate this agreement shall be handled in the same manner as a proposed change.

### **SECTION 1.03: Amendment by Consent**

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the I.B.E.W. for approval, the same as this Agreement.

## **Grievances - Disputes**

**SECTION 1.04: No Work Stoppage**

There shall be no stoppage of work either by strike, or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

**SECTION 1.05: Labor Management Committee**

There shall be a Labor-Management Committee of three representing the Union and three representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the Management representatives.

**SECTION 1.06: Grievances**

All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

**SECTION 1.07: Voting and Quorum**

All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

**SECTION 1.08:** Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decision shall be final and binding.

**SECTION 1.09:** When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

**SECTION 1.10:** Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within thirty (30) working days of its occurrence shall be deemed to no longer exist.

**ARTICLE II****Standard Inside Referral**

**SECTION 2.01:** In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the



legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

**SECTION 2.02:** The Union shall be the sole and exclusive source of referral of applicants for employment.

**SECTION 2.03:** The Employer shall have the right to reject any applicant for employment.

**SECTION 2.04:** The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

**SECTION 2.05: Register of Applicants Group I to IV**

The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

**Journeyman Wireman - Journeyman Technician**

**GROUP I**

All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least six months in the last four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new group 1 status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

**GROUP II**

All applicants for employment who have four or more years experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or

have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

**GROUP III**

All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

**GROUP IV**

All applicants for employment who have worked at the trade for more than one year.

**SECTION 2.06:** If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

**SECTION 2.07: Temporary Employees**

The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

**SECTION 2.08: Normal Construction Labor Market**

"Normal Construction Labor Market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured.

Angelina	Orange
Hardin	Polk
Houston	Sabine
Jasper	Trinity
Jefferson	Tyler
Newton	
Chambers - That part east of the Trinity River	
Liberty - That part east of the Trinity River	

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

**SECTION 2.09: Resident**

"Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

**SECTION 2.10: Examination**

An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

**SECTION 2.11: Out of Work List**

The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

**SECTION 2.12:** An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List".

**SECTION 2.13:** An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

**SECTION 2.14:** Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

**SECTION 2.15: Repeated Discharge**

An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

**SECTION 2.16: Exception of Referral**

The only exceptions which shall be allowed in this order of referral are as follows:

- (a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.



- (b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

**SECTION 2.17: Appeals Committee**

An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

**SECTION 2.18:** It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 2.04 through 2.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

**SECTION 2.19:** A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedures records at any time during normal business hours.

**SECTION 2.20:** A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties of this Agreement.

**SECTION 2.21:** Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

**ARTICLE III**

**Standard Inside Apprenticeship and Training Language**

**SECTION 3.01:** There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (un-indentured, intermediate journeymen, etc.)

**SECTION 3.02:** All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three (3) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

**SECTION 3.03:** Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

**SECTION 3.04:** There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

**SECTION 3.05:** The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

**SECTION 3.06:** To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

**SECTION 3.07:** All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

**SECTION 3.08:** The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per SECTION 3.12.

**SECTION 3.09:** Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

**SECTION 3.10:** To accommodate short-term needs when apprentices are unavailable, the JATC shall assign un-indentured workers who meet the basic qualification for apprenticeship. Un-indentured workers shall not remain employed if apprentices become available for OJT assignment. Un-indentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the un-indentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an un-indentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.

Should an un-indentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an un-indentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to un-indentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

**SECTION 3.11:** The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and un-indentured. Contributions to other benefit plans may be addressed in other sections of this agreement.



**SECTION 3.12:** Each job site shall be allowed a ratio of one (1) apprentice(s) for every one (1) Journeyman Wiremen (man). (The local parties will determine the job site ratio, however, the ratio shall not be less than two apprentices for every three journeymen or fraction thereof. Should the parties agree to a ratio higher than the minimum 2 to 3, the following table must be modified to reflect the larger number of allowable apprentices.)

Number of Journeymen	Maximum Number of Apprentices/Un-indentured
1 to 3	3
4 to 6	6
etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

**SECTION 3.13:** An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

**SECTION 3.14:** Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

**SECTION 3.15:** The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

**SECTION 3.16:** All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is \$0.39. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

## **ARTICLE IV**

### **Management Rights - Union Rights**

#### **SECTION 4.01: Management Rights**

The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or Owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

#### **SECTION 4.02: Union Members Working**

No member of the Union, except those meeting the requirements of "Employer" as defined herein, shall contract for any electrical work.

#### **SECTION 4.03: Employers Working**

After one (1) year from the date of the Employer's execution of a Letter of Assent to this Agreement, no individual connected with an employing concern as Owner, Manager, Partner, or Member of a Board of Directors shall perform any manual electrical work. Non-bargaining unit personnel that do not meet the strict legal definition of Owner, Manager, Partner, or Director of the type of business entity signatory to this Agreement may not work with their tools at any time.

#### **SECTION 4.04: Favored Nations**

The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concessions.

#### **SECTION 4.05: Union Recognition**

The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

#### **SECTION 4.06: Definition of Employer**

- (a) Certain qualifications, knowledge, and financial responsibilities are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications: (1) Maintaining a place of business with a business telephone; (2) And, not connected with or part of a domestic establishment; (3) And, with a suitable financial status to meet payroll requirements (business line of credit or company cash assets of a minimum of \$200,000); (4) And, must employ at least one Journeyman continuously.
- (b) The Employer must be licensed by the State of Texas as a Master Electrician or employ a person who is so licensed as a Master Electrician.
- (c) The Employer must submit proof of general liability insurance and either workers' compensation insurance or a certificate of authority to self insure, or a statement that the applicant has elected not to obtain workers' compensation insurance pursuant to Subchapter A, Chapter 406, Labor Code, with the initial and renewal applications. General liability insurance must at a minimum:
  - (i) be at least \$300,000 per occurrence (combined for property damage and bodily injury);
  - (ii) be at least \$600,000 aggregate (total amount the policy will pay for property damage and bodily injury coverage); and
  - (iii) be at least \$300,000 aggregate for products and completed operations
- (d) All Employers subject to the terms of this Agreement shall carry an Indemnity Bond issued by a Company authorized to do business in the State of Texas. This bond is used as evidence of financial responsibility, and to insure proper payments to the I.B.E.W. Local Union #479 Pension Fund, the Southwestern Health & Benefit Fund, the Electrical Joint Apprenticeship and Training Trust Fund, the National Electrical Benefit Fund, to Local Union No. 479, I.B.E.W. for dues withheld upon behalf of the Union members, to Local Union No. 479, I.B.E.W. Credit Union, and the selected Annuity Plan. Effective July 1, 1997, the following indemnity bond schedule shall be used:

<u>Workmen Employed</u>	<u>Bond Amount</u>
1-5	\$ 5,000
6-10	\$10,000
11-15	\$15,000
16-20	\$20,000
21-30	\$25,000



If an employer is unable to secure the bonding required, then they will be required to pay the benefits on a weekly basis. Effective January of each year, employers shall carry a bond equal to the previous 12 months' average employment. This Bond shall be furnished to the Local Union before men will be referred to the Contractor.

The Bond shall provide that it may not be canceled by either the Employer or the Insurance Carrier without thirty (30) days written notice in advance to the Union by certified, registered, or insured mail from the Surety. Proof of the execution of the Bond, in the form of an affidavit executed by the Insurance Carrier, shall be furnished the Union for each Employer. Such affidavit shall show on its face that it may not be canceled by either the Insurance Carrier or the Employer without prior notification to the Union. The Local Union shall furnish a copy of the affidavit of Bond to each of the Funds.

The obligee (Local Union No. 479, I.B.E.W.) shall notify the Surety within thirty (30) days after having knowledge of a breach of this Agreement by the principle hereof.

- (e) In the event of an Employer giving an uncollectible check, this Agreement shall be considered breached by the Employer until the sum involved has been made good, together with all added costs.

#### **SECTION 4.07: Workers Compensation**

For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in this State, Social Security; and such other protective insurance as may be required by the laws of this State. The Employer shall also make contributions to the Texas Workforce Commission for all employees covered under the terms of this Agreement.

#### **SECTION 4.08: Discipline for Violation of Union Constitution**

The Union reserves the right to discipline its members for violations of its laws, rules, and agreements.

#### **SECTION 4.09: Annulment Sub Contracting**

The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the I.B.E.W., other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm, or corporation not recognizing the I.B.E.W. or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction,

alteration, painting, or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

#### **SECTION 4.10: Discrimination Clause**

The Union and the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or age.

#### **SECTION 4.11: Foremen**

- (a) **Foreman A & B:** On all jobs requiring five (5) Journeymen, one shall be designated as a Foreman A by the Employer. On all jobs requiring six (6) or more Journeymen, one shall be designated as a Foreman B by the Employer.
- (b) The Foreman may be required to work with tools the same as any Journeyman until the seventh (7th) Journeyman comes on the crew. Then he shall not work with the tools. This shall not be interpreted to mean that he will be prohibited from the use of slide rule, pocket rules, measuring tape, or any instrument needed in laying out work to his crew, nor shall it mean he is prohibited from signaling equipment or delivering small items of material to Journeymen that can be carried by hand in his routine traveling over his job.
- (c) At no time will a Foreman supervise more than ten (10) Journeymen, unless special permission is given by the Business Manager. The second and subsequent Foreman employed on any job may be required to work with the tools until the seventh (7th) Journeyman comes on the crew, then he becomes a non-working Foreman. There shall be no more than one working Foreman on any job.
- (d) When more than two Foreman are employed on any one job, one shall be designated as General Foreman.
- (e) On all jobs having a Foreman, workmen are not to take direction or orders or accept the layout of any job from anyone except the Foreman.
- (f) No Foreman on one job shall at the same time perform work on another job.

#### **SECTION 4.12: Instrument Technician**

- (a) An employee performing calibration, loop check, and/or function testing of process instrumentation equipment and/or systems on petrochemical processing plants and/or related storage facilities with one or more of the following qualifications: EPRI certification; ISA certification.

- (b) If certified Instrument Technicians are not available for referral, a qualified Journeyman Wireman may be referred and/or perform work as an Instrument Technician.

## **ARTICLE V**

### **Hours - Wage Payments - Working Conditions - Call outs**

#### **SECTION 5.01: Hours**

- (a) The standard workday shall be an established eight (8) hour period between the hours of 7:00 A.M. and 5:00 P.M., exclusive of a thirty (30) minute lunch period. Forty (40) hour per week shall constitute a week's work, Monday through Friday, inclusive.
- (b) The workday starts at 7:00 a.m. and ends at 7:00 a.m. the following morning. The workweek ends at 7:00 a.m. on Monday morning. Sunday start time is 7:00 a.m. on Sunday morning.
- (c) Employees shall be on the job, ready for work, at the assigned starting time and shall remain on the job until quitting time.
- (d) When job conditions for part of or all of the work indicate the need for change in the established starting and/or stop time, the Contractor may make such changes as necessary (up to two (2) hours). The Employer will give all affected employees reasonable notice of such changes.

#### **SECTION 5.02: Established Work Day**

- (a) All time worked before and after the established workday of eight (8) hours, after an employee has accumulated eight (8) hours in the workday or forty (40) hours in the workweek, Monday through Friday, and all time worked on Saturday, shall be paid for at a rate of time and one-half (1½). All time on Sundays and the holidays stated in 5.02 (b) shall be paid for at the rate of double time.
- (b) The following six (6) days shall constitute the legal holidays within the terms of this Agreement: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
- (c) No work shall be performed on Labor Day except in case of emergency.
- (d) At the Contractor's and/or Owner's option, the job may be shut down on twenty-four (24) hours notice being given. Holidays listed above may be changed by mutual agreement by the Union and the Contractor. Also, the Contractor may change holidays to coincide with those holidays recognized by the Owner.



### **SECTION 5.03: SHIFT WORK**

#### **(a) Multiple Shifts**

- i. When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:
- ii. The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.
- iii. The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus \$1.50 for all hours worked.
- iv. The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus \$1.50 for all hours worked.
- v. The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.
- vi. If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this agreement.
- vii. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.
- viii. There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

**(b) Two Shifts:** If the Employer establishes two shifts of nine (9) hours or more on each shift, then the hourly pay rate on the Second Shift or Evening Shift shall be the straight time rate plus one dollar and fifty cents (\$1.50) per hour worked as a shift differential.

All overtime on shift work shall be paid at the time and one-half (1½) rate except Sundays and holidays shall be paid at the double time rate.

### **SECTION 5.04: Flexible Work Hours**

When required or requested by the customer, the Employer, with notice to the Union, may schedule a flexible working hours shift consisting of a minimum of eight (8) consecutive hours of work with a thirty (30) minute lunch break after the first four (4) hours of work between the hours of 4:30 p.m. and 8:00 a.m., Monday through Friday, at the straight time hourly rate.

### **SECTION 5.05: Call Outs**

A "Call-Out" shall be defined as notification to report for work by whatever means to an employee for work outside of his regular shift or on a regularly scheduled day off or holiday. Call-Outs as defined above shall be paid in accordance with one of the following categories:

- (a) A Call-Out prior to and continuous with an employee's normally scheduled shift shall be paid for on the basis of hours actually worked at the applicable overtime rate.
- (b) When an employee is called out to work at or after the established starting time on Saturday, Sunday, scheduled day off or holidays, he shall be paid not less than two (2) hours at the applicable overtime rate for that day except when his call-out is prior to and continuous with his normal work hours.

On a Call-Out, when guaranteed hours prevail, the employee may be required to work the necessary time guaranteed by the Contractor. If an employee shall stop work for reasons of his own and without approval of the Contractor Representative, he shall be entitled to pay for the hours actually worked in the day, and the two (2) hour minimum conditions shall not apply.

- (c) If there is an overlapping of a man's time from the 5th day to the 6th day, the 6th day to the 7th day or holidays as a result of a Call-Out from one day to the next, the employee shall be paid under the two (2) hours plan as outlined in sub-SECTION (b) above at the applicable overtime rate, but at no time will he receive the two (2) hour guarantee more than once for any one Call-Out.

### **SECTION 5.06 Wage Payments**

- (a) The minimum hourly wage rates shall be as follows:

<b><u>Effective Date</u></b>	<b><u>9/29/14</u></b>	<b><u>9/28/15</u></b>	<b><u>9/26/16</u></b>	<b><u>9/25/17</u></b>
<b>Journeyman Wireman:</b>	<b>\$27.40</b>	<b>\$28.05</b>	<b>\$28.60</b>	<b>\$29.15</b>
<b>Foreman A:</b>	<b>\$28.70</b>	<b>\$29.35</b>	<b>\$29.90</b>	<b>\$30.45</b>
<b>Foreman B:</b>	<b>\$29.40</b>	<b>\$30.15</b>	<b>\$30.75</b>	<b>\$31.35</b>
<b>Welder:</b>	<b>\$29.40</b>	<b>\$30.15</b>	<b>\$30.75</b>	<b>\$31.35</b>
<b>Instrument Tech:</b>	<b>\$29.40</b>	<b>\$30.15</b>	<b>\$30.75</b>	<b>\$31.35</b>
<b>General Foreman:</b>	<b>\$30.70</b>	<b>\$31.45</b>	<b>\$32.05</b>	<b>\$32.65</b>

#### **Apprentices:**

- (b) Effective April 30, 2012, the Periods of Apprenticeship shall be reduced from ten (10) to six (6) Periods:

<b><u>Effective Date</u></b>	<b><u>9/29/14</u></b>	<b><u>9/28/15</u></b>	<b><u>9/26/16</u></b>	<b><u>9/25/17</u></b>
<b>1<sup>st</sup> period      53%</b>	<b>\$14.52</b>	<b>\$14.87</b>	<b>\$15.16</b>	<b>\$15.45</b>

<b>2<sup>nd</sup> period</b>	<b>56%</b>	<b>\$15.34</b>	<b>\$15.71</b>	<b>\$16.02</b>	<b>\$16.32</b>
<b>3<sup>rd</sup> period</b>	<b>62%</b>	<b>\$16.99</b>	<b>\$17.39</b>	<b>\$17.73</b>	<b>\$18.07</b>
<b>4<sup>th</sup> period</b>	<b>68%</b>	<b>\$18.63</b>	<b>\$19.07</b>	<b>\$19.45</b>	<b>\$19.82</b>
<b>5<sup>th</sup> period</b>	<b>74%</b>	<b>\$20.28</b>	<b>\$20.76</b>	<b>\$21.16</b>	<b>\$21.57</b>
<b>6<sup>th</sup> period</b>	<b>80%</b>	<b>\$21.92</b>	<b>\$22.44</b>	<b>\$22.88</b>	<b>\$23.32</b>

- (c) Apprentice advancement to Journeyman Wireman Status and Journeyman rate of pay requires a valid Texas State Journeyman's License.
- (d) Should Local Union 479 elect to allocate any fraction of an established wage increase to benefits, such an elected change shall be communicated, in writing, to the Coastal Sabine Division, Southeast Texas Chapter of NECA, within 45 days of the effective date of the Agreement in which the wage rate change in question was established. The parties shall provide thirty (30) days-notice to the Employer prior to the effective date of any changes in wage or contribution rates.
- (e) **Special Provisions** Special provisions are made in the following Counties: Angelina, Houston, Jasper, Polk, Sabine, Trinity, and Tyler. The minimum rate of wages shall be eighty percent (80%) of the effective wage rates in paragraph (a) above. An Employer shall be allowed to work with his tools until he has employed the third (3rd) Journeyman in the above Counties.
- (f) **Special Provisions Wage Payments**

The minimum hourly wage rates shall be as follows:

<b><u>Effective Date</u></b>	<b><u>9/29/14</u></b>	<b><u>9/28/15</u></b>	<b><u>9/26/16</u></b>	<b><u>9/25/17</u></b>
<b>Journeyman Wireman:</b>	<b>\$21.92</b>	<b>\$22.44</b>	<b>\$22.88</b>	<b>\$23.32</b>
<b>Foreman A:</b>	<b>\$22.96</b>	<b>\$23.48</b>	<b>\$23.92</b>	<b>\$24.36</b>
<b>Foreman B:</b>	<b>\$23.52</b>	<b>\$24.12</b>	<b>\$24.60</b>	<b>\$25.08</b>
<b>Welder:</b>	<b>\$23.52</b>	<b>\$24.12</b>	<b>\$24.60</b>	<b>\$25.08</b>
<b>Instrument Tech:</b>	<b>\$23.52</b>	<b>\$24.12</b>	<b>\$24.60</b>	<b>\$25.08</b>
<b>General Foreman:</b>	<b>\$24.56</b>	<b>\$25.16</b>	<b>\$25.64</b>	<b>\$26.12</b>

**Apprentices:** Effective April 30, 2012, the Periods of Apprenticeship shall be reduced from ten (10) to six (6) Periods:

<b><u>Effective Date</u></b>	<b><u>9/29/14</u></b>	<b><u>9/28/15</u></b>	<b><u>9/26/16</u></b>	<b><u>9/25/17</u></b>
<b>1<sup>st</sup> period</b>	<b>\$11.62</b>	<b>\$11.89</b>	<b>\$12.13</b>	<b>\$12.36</b>
<b>2<sup>nd</sup> period</b>	<b>\$12.28</b>	<b>\$12.57</b>	<b>\$12.81</b>	<b>\$13.06</b>
<b>3<sup>rd</sup> period</b>	<b>\$13.59</b>	<b>\$13.91</b>	<b>\$14.19</b>	<b>\$14.46</b>



4 <sup>th</sup> period	68%	\$14.91	\$15.26	\$15.56	\$15.86
5 <sup>th</sup> period	74%	\$16.22	\$16.61	\$16.93	\$17.26
6 <sup>th</sup> period	80%	\$17.54	\$17.95	\$18.30	\$18.66

#### **SECTION 5.07: Payroll Period**

The payroll period will begin with the beginning of business at 12:01 A.M. on Monday of each week, and continue through Sunday, at 12:00 Midnight of the following week. Wages shall be available at the regular quitting time and paid on Thursday for work done up to 12:00 Midnight, on the preceding Sunday. Should Thursday be one of the days noted in Section 2 hereof, wages shall be paid by the regular quitting time on Wednesday of work done up to 12:00 Midnight, on the preceding Sunday.

#### **SECTION 5.08:**

- (a) **Termination Notice** Workmen being laid off or discharged by an Employer, or workmen severing their employment voluntarily, shall be given a termination notice by their Employer, who will also send a copy to the Southeast Texas Chapter, N.E.C.A. and to Local Union 479, I.B.E.W.
- (b) **Direct Deposit** An Employer may offer direct deposit as a payment option to Employees. Should the Employee accept the offer of direct deposit, the forms used will be those required by the Employer's bank. An Employer is not required to offer, nor is an Employee required to accept, the direct deposit payment option.
- (c) **Rectify Paychecks** After being notified, the Employer shall have four (6) hours during normal job hours to rectify any mistakes on paychecks without penalty.
- (d) Any workmen laid off by the Employer shall be paid all his wages immediately. In the event payment is not made, as set out above, waiting time at the regular rate shall be charged until payment is made, not to exceed eight (8) hours in any one day. Any man who voluntarily severs his employment, or is discharged for cause, shall receive his wages within forty-eight (48) hours, excluding Saturday, Sunday and holidays at the shop. If the employee does not collect his wages at the Employer's headquarters within forty-eight (48) hours, the Employer will mail the employee's wages the following day to any pre-designated address. The Employer shall only be accountable for mailing such check and not for the delivery of such. In the event payment is not made as set out above, waiting time at the regular rate shall be charged until payment is made.

#### **SECTION 5.09: Reporting for Work**

An employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall be paid two (2) hours at the basic straight time hourly rate for his classification, unless he was notified the previous workday not to report.

When employees start to work, they shall be paid not less than two (2) hours and if they work beyond the two (2) hours, they shall be paid actual time worked. If an employee refuses to start or stops work on his own volition, the minimum set forth herein shall not apply.

**SECTION 5.10: Tools**

Journeyman shall provide themselves with the following tools and these only:

Knife	Hammers - 2 Lb. Largest
Pencil	Hacksaw frame
Six-foot rule	Keyhole saw
Pliers – cutting	Level – small
Pair pliers – gas	Square
Screwdrivers	Center punch
Crescent wrenches - 12" largest	Stake-on pliers
2 Pipe wrenches - 12" largest	Lockable tool box
Wood chisel	Lock

The Employer shall provide safe storage for personal tools.

**SECTION 5.11:** The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, toolboxes, or other safe places for storage.

**SECTION 5.12: Installation of Electric Work**

Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with the applicable code and contract specifications.

**SECTION 5.13: Improper Workmanship**

A Journeyman shall be required to make corrections on improper workmanship of which he is responsible, unless errors were by order of the Employer or the Employer's representative. If the improper workmanship of a Journeyman creates an emergency condition, the Journeyman will be required to make corrections on his own time during the regular working hours or after working hours, if the emergency conditions so warrant and as determined by the Employer and the Business Manager of the Local Union.

**SECTION 5.14: Union Representative Access**

The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement.

**SECTION 5.15: Travel Time**

(a) When workmen are ordered to report to the shop, the Employer shall, within the jurisdiction of the Union, pay for traveling time and furnish transportation from shop to job, and from job to job. Workmen will remain on the job until the end of the established workday. The Employer will furnish transportation only from the job to the shop. However, should the

Employer fail to return workmen to the shop by the end of the established workday, they shall receive overtime at the prevailing rate from the end of the established workday, with a minimum of thirty (30) minutes. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, board and all other necessary expenses.

- (b) Nothing in this Agreement shall be constructed as limiting the right of the Employer to move, transfer, or assign employees from his shop to any specific job, or from any job to any other job, upon which said Employer holds a contract for the performance of the electrical work. An employee, once on the Employers payroll, may be worked by him at any location at the discretion of the Employer.

**SECTION 5.16:** No traveling time shall be paid or transportation furnished before or after working hours to workmen for traveling to or from any job in the jurisdiction of the Union when men are ordered to report on the job.

**SECTION 5.17: Energized Circuits over 440**

On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) or more Journeymen must work together.

**SECTION 5.18: Prefabrication of Conduit**

Prefabrication of all conduit shall be performed by workmen employed under the terms of this Agreement.

**SECTION 5.19: Pipe Cutting and Threading**

Where pipe cutting and threading machines are used, such shall be operated by workmen covered by this Agreement. When an apprentice operates such machines, it shall be under the supervision of a Journeyman.

**SECTION 5.20: Channeling of Brick and Concrete**

All channeling of brick and concrete in connection with installation of raceways or equipment shall be performed by workmen employed under the terms of this Agreement.

**SECTION 5.21: Welding and Cutting Materials**

The handling, moving and installation of all electrical material, equipment and machinery and the mounting and setting thereof, together with any necessary welding, or cutting on any job, shall be performed by workmen employed under the terms of this Agreement.

**SECTION 5.22: Workman Personal Vehicle**

No workmen shall use his personal automobile, motorcycle, or vehicle, in a manner considered to be unfair to other workmen. General Foremen and above shall not be subject to this provision.

**SECTION 5.23: Warehousemen**

When a permanent warehouse is maintained on a job site during construction and a warehouseman is employed, he shall be a Journeyman. When additional warehousemen are employed, they shall be employed under the terms of this Agreement.

**SECTION 5.24: Temporary Power**

On all jobs where temporary electric lights, heat or power, are used by any other Trade or Trades, installation and maintenance of such temporary lights, heat or power shall be performed by workmen under the terms of this Agreement.

**SECTION 5.25: Unscheduled Overtime and Call Outs**

Employees working more than two (2) hours of unscheduled overtime or more than four (4) hours of emergency callout overtime, and each four (4) hours thereafter, shall be furnished a paper bag or box lunch with a drink (or \$12.00 in lieu of the meal and drink) by the Employer, and eaten on the Employer's time.

**SECTION 5.26: Stewards**

- (a) The Employer recognizes the right of the Business Manager to appoint a Steward on each job. The Steward shall be allowed ample time to take care of Union business and shall not be discriminated against for any lawful Union activity.
- (b) Any Steward shall be a qualified workman performing work of his craft and shall exercise no supervisory function.
- (c) There shall be no non-working Stewards.
- (d) No Steward shall be removed from the job until notice has been given to the Business Manager.

**SECTION 5.27: Identification Badges**

- (a) All employees working under the terms of this Agreement, at the discretion of the Employer, may be required to wear an identification badge in plain view during work hours.
- (b) No employees covered by the terms of this Agreement shall clock in or out.

**SECTION 5.28: Hydration**

Workers shall be permitted to maintain adequate hydration.

**ARTICLE VI**

**First Aid and Safety**

**SECTION 6.01:** The employees covered by the terms of this Agreement shall at all times, while in the employ of the Company, be bound by the safety rules and regulations as established by the Owner.



## **ARTICLE VII**

### **Transportation**

**SECTION 7.01:** At plant locations where private transportation is not permitted, the Employer shall furnish transportation that provides shelter from inclement weather from the gate to the job site and back to the gate when said distance is one-half (½) mile or more.

## **ARTICLE VIII**

### **No Work Stoppage**

**SECTION 8.01:** No strikes, work stoppages, picketing or slow downs for any reason will be recognized, incited or supported by the employees and/or Union. There will be no lockouts by the Contractors.

## **ARTICLE IX**

### **4-10's Work Schedule**

#### **SECTION 9.01:**

- a. The Employer may establish a work week consisting of four (4) consecutive ten (10) hour days between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, at the straight time rate of pay. An unpaid one - half hour period shall be allowed for lunch.
- b. The Employer may establish a second shift consisting of four (4) consecutive ten (10) hour nights between the hours 6:00 p.m. and 6:00 a.m., Monday through Friday, at the straight time rate plus one dollar and fifty cents (\$1.50) per hour worked as a shift differential. An unpaid one - half hour period shall be allowed for a meal.
- c. Friday may be used as a make-up day, and, if utilized, a minimum of eight (8) hours work must be scheduled. All overtime will be paid according to the overtime provisions of Section D & E, below. Scheduling changes, regardless of duration, shall not affect the terms and conditions of this Section.
- d. After an individual employee has accumulated ten (10) hours in the workday, or forty (40) hours in the workweek, Monday through Friday, overtime shall be paid at a rate of one and one-half times (1 1/2) the straight time rate of pay. This shall apply to make-up days, as well. Work performed on Saturdays shall be paid at 1.5 times the straight time rate. Work performed on Sundays and Holidays, as recognized in Section 5.02 (b) of this Agreement, shall be paid at two (2) times the straight time rate.

- e. Overtime for the Second Shift shall be computed by adding the shift differential (\$1.50) to the straight time rate and then multiplying the sum by the applicable overtime rate.
- f. There shall be no pyramiding of overtime rates, and double the straight time rate shall be the maximum compensation for any hour worked.

## **ARTICLE X**

### **National Electrical Benefit Fund**

**SECTION 10.01:** It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

## **ARTICLE XI**

### **Family Medical Care**

**SECTION 11.01:**

- (a) It is hereby mutually agreed between parties hereto and in accordance with the "Welfare Contract" entered into by and between the Southeast Texas Chapter of the National Electrical Contractors Association and Local Union No. 479, International Brotherhood of Electrical Workers, that the Employer will forward, to the mutually selected Medical Trust Fund contributions on behalf of eligible employees for all hours actually worked (both

straight time and overtime) within the geographical limits of the Union's jurisdiction when work is performed for any Employer operating under the terms of this Basic Agreement.

- (b) The Employer shall contribute \$5.20 per hour worked to the SWHBF "Regular" Plan on behalf of Journeymen Wiremen, Instrument Technicians, Welders, Foremen A, Foremen B, General Foremen, Apprentices (Un-indentured, and 1<sup>st</sup> thru 6<sup>th</sup> Period), and Alternative Apprentices (3<sup>rd</sup> thru 6<sup>th</sup> Period, Only) who entered the program prior to April 1, 2012.
- (c) Effective April 30, 2012, the Employer shall contribute \$2.50 per hour worked to the SWHBF "Sub" or "Tiered" Plan on behalf of Apprentices (Un-indentured, and 1<sup>st</sup> thru 6<sup>th</sup> Period), and Alternative Apprentices (3<sup>rd</sup> thru 6<sup>th</sup> Period, Only) who entered the program on or after April 1, 2012.
- (d) If the \$2.50 Employer contribution rate for the "Sub" Plan for Apprentices and AA's is increased or the option for the \$2.50 level of coverage is eliminated during the term of this Agreement, this Agreement shall be opened for negotiations exclusively on that subject.
- (e) Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Funds payments, and mailed to the Southeast Texas Benefit Fund no later than the 15<sup>th</sup> of the month following the month in which the labor was performed.
- (f) Individual Employers that fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the Health and Welfare Fund. Failure of an individual Employer to comply with the applicable provisions of the SECTION shall constitute a breach of this Agreement.
- (g) The mutually selected Health and Welfare Plan is now Southwestern Health and Benefit Fund. However, by mutual agreement, the parties may elect another Health and Welfare Plan during the term of this Agreement.
- (h) If, during the life of this Agreement between the parties, the Health and Welfare Fund Trustees mandate an increase in the contribution rate, the increase shall be funded equally by the parties.

## **ARTICLE XII**

### **Pension Fund**

#### **SECTION 12.01:**

- (a) It is hereby mutually agreed between the parties hereto, and in accordance with the "Pension Contract" governing the Pension Plan entered into by and between the Southeast Texas Chapter of the National Electrical Contractors Association and Local Union No. 479, International Brotherhood of Electrical Workers, the Employer shall make contributions on behalf of eligible Employees to the Pension Plan for all hours actually worked within the

geographical limits of the Union's jurisdiction when work is performed for any Employer operating under the terms of this Agreement.

- (b) Effective March 26, 2012, the Employer shall contribute to the Pension Plan \$3.75 per hour worked on behalf of Journeymen, Foremen A, Foremen B, General Foreman, Welders, and Instrument Technicians.
- (c) Effective April 30, 2012, the Employer shall contribute to the Pension Plan on behalf of Apprentices and Alternative Apprentices (AA's) in accordance with the schedule below (based on a percentage of the Journeyman Pension Contribution Rate):

<b>Apprentice; Alternative Apprentices:</b>	<b>Percentage</b>	<b>Contribution</b>
Un-indentured, 1 <sup>st</sup> & 2 <sup>nd</sup> Period	(0%)	\$0.00
3rd period	(20%)	\$0.75
4th period	(40%)	\$1.50
5th period	(60%)	\$2.25
6th period	(80%)	\$3.00

- (d) Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Funds payments, and mailed to the Southeast Texas Benefit Fund no later than the 15<sup>th</sup> of the month following the month in which the labor was performed.
- (e) Individual Employers that fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the Health and Welfare Fund. Failure of an individual Employer to comply with the applicable provisions of the SECTION shall constitute a breach of this Agreement.

## **ARTICLE XIII**

### **National Electrical Industry Fund (NEIF)**

**SECTION 13.01:** Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

- (a) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.



- (b) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.
- (c) (Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted).
- (d) Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

## **ARTICLE XIV**

### **Credit Union**

**SECTION 14.01:** Each Employer, when requested, shall deduct from his employees' weekly wage, an authorized amount (in multiples of five dollars), and forward it weekly to the I.B.E.W. Local Union No. 479 Federal Credit Union, P.O. Box 20877, Beaumont, Texas 77720.

The Union will supply a report form for listing each participant's name, Social Security number, and the amount withheld. A copy of this report, along with deducted wages, shall be forwarded at least bi-weekly, no later than Sunday following the last day of the pay period in which the labor was performed.

**SECTION 14.02:** Authorization for these deductions shall be made on a special form supplied by Local Union No. 479. The form shall be signed by the employee and contain his name, Social Security number, credit union account number, and the amount to be withheld.

**SECTION 14.03:** Participants shall start their deductions only when first referred to an Employer, or on the first full weekly pay period for any quarter (January, April, July, or October) of any year.

**SECTION 14.04:** Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice.

## **ARTICLE XV**

### **Annuity Fund**

**SECTION 15.01:**

- (a) It is hereby mutually agreed between the parties hereto, and in accordance with the "Annuity Contract" governing the Annuity Plan entered into by and between the Southeast Texas Chapter of the National Electrical Contractors Association and Local Union No. 479,

International Brotherhood of Electrical Workers, that the Employer shall make contributions on behalf of eligible Employees to the Annuity Plan for all hours actually paid within the geographical limits of the Union's jurisdiction when work is performed for any Employer operating under the terms of this Agreement.

- (b) Effective September 29, 2014 the Employer shall contribute to the Annuity Plan \$1.50 per hour paid on behalf of Journeymen, Foremen A, Foremen B, General Foreman, Welders, and Instrument Technicians. (Straight Time: \$1.50 per hour, Time and One Half: \$2.25, Double Time: \$3.00). Effective September 28, 2015 the Employer shall contribute to the Annuity Plan \$1.70 per hour paid on behalf of Journeymen, Foremen A, Foremen B, General Foreman, Welders, and Instrument Technicians. (Straight Time: \$1.70 per hour, Time and One Half: \$2.55, Double Time: \$3.40). Effective September 26, 2016 the Employer shall contribute to the Annuity Plan \$1.90 per hour paid on behalf of Journeymen, Foremen A, Foremen B, General Foreman, Welders, and Instrument Technicians. (Straight Time: \$1.90 per hour, Time and One Half: \$2.85, Double Time: \$3.80). Effective September 25, 2017 the Employer shall contribute to the Annuity Plan \$2.10 per hour paid on behalf of Journeymen, Foremen A, Foremen B, General Foreman, Welders, and Instrument Technicians. (Straight Time: \$2.10 per hour, Time and One Half: \$3.15, Double Time: \$4.20).
- (c) Effective April 30, 2012, the Employer shall contribute to the Annuity Plan on behalf of Apprentices and Alternative Apprentices (AA's) in accordance with the schedule below (based on a percentage of the Journeyman Annuity Contribution Rate):

<b>Classification:</b>	<b>Percentage</b>
Un-indentured	(0%)
1 <sup>st</sup> & 2 <sup>nd</sup> Period	(0%)
3rd period	(20%)
4th period	(40%)
5th period	(60%)
6th period	(80%)

- (d) Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Funds payments, and mailed to the Southeast Texas Benefit Fund no later than the 15<sup>th</sup> of the month following the month in which the labor was performed.
- (e) Individual Employers that fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the Health and Welfare Fund. Failure of an individual Employer to comply with the applicable provisions of the SECTION shall constitute a breach of this Agreement.

#### **SECTION 15.02: 401(K) Plan:**

Effective the first payroll period ending date in January 1999, employees shall be eligible to participate in the 401(K) Plan established by and under the guidelines of the Trustees of the IBEW

Local 479 Annuity Plan. Such contributions shall be made on a voluntary basis, and will be non-matching by the employer until such time that matching contributions are negotiated by the two parties signatory to this agreement.

Contributions will be deducted from the employees weekly paycheck in \$.50 increments. There is no limit to the amount the employee may elect to have deducted. These contributions, like Annuity contributions, will be made on a straight time, time and one half (1 ½) and double time (2) rates of pay, as they would apply. Start and/or change notices will occur during the first weekly payroll period of January and July each year, or each time an employee hires in at contractor shop or office.

Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Funds payments, and mailed to the Southeast Texas Benefit Fund no later than the 15<sup>th</sup> of the month following the month in which the labor was performed.

## **ARTICLE XVI**

### **Union Working Dues**

**SECTION 16.01:** The Employer agrees to deduct and forward to the Financial Secretary of the Local Union – upon receipt of a voluntary written authorization – the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

## **ARTICLE XVII**

### **COPE/PAC Fund**

**SECTION 17.01:** The Employer agrees to deduct and transmit to IBEW-COPE five cents (5¢) for each hour actually worked from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by the IBEW-COPE.

The deductions shall be made weekly and payment of the deductions reported on the monthly computer reporting forms, along with all other Funds payments, and shall be mailed to reach the office of the Southeast Texas Benefit Fund no later than the 15<sup>th</sup> of the month following the month in which the labor was performed.

Any employee may revoke the voluntary authorization at any time by notifying the company and IBEW-COPE in writing of a desire to do so.

The Union will indemnify and save the company harmless from any claims, suits, or any other form of liability as a result of making payroll deductions described above.

## **ARTICLE XVIII**

### **Fringe Benefit Payments**

**SECTION 18.01:** Fringe Benefits provided for under this Agreement are due and payable no later than the 15<sup>th</sup> of the month following the month in which the labor was performed. Each Employer shall file a monthly report for each fringe benefit, in the form established therefore. Each report shall be filed, regardless of whether or not the Employer has employed any employees in the month covered by said report.

## **ARTICLE XIX**

### **Jury Duty**

**SECTION 19.01:** The parties have agreed to put enabling language into the Agreement to negotiate a Jury Duty Program at some future negotiations.

## **ARTICLE XX**

### **Non-Resident Employees**

**SECTION 20.01:** An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate I.B.E.W. International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

## **ARTICLE XXI**

### **Coastal Sabine Administrative Maintenance Fund**

#### **SECTION 21.01:**

- (a) Effective September 3, 2001, all Employers subject to the terms of this Agreement shall contribute an amount equal to 10 cents (\$.10) per hour worked by each employee working under the terms of this agreement; up to a maximum of 150,000 hours within a calendar year. The sum shall be due the Coastal Sabine Administrative Maintenance Fund (AMF) no later than the fifteenth (15<sup>th</sup>) of the month following the end of the calendar month in which the work was performed on a form provided by the AMF.
- (b) These funds are for the administration of the Agreement and associated benefits processing and the Administrator of the "Fund" shall be appointed by the Southeast Texas Chapter, NECA. The Administrator shall indemnify and save the Union harmless



from any claims, suits, or any other form of liability as a result of administering this fund as described above.

- (c) No part of the funds collected under this fund shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its local unions.
- (d) Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Fund payments, and received by the Southeast Texas Benefit Trust no later than the 15<sup>th</sup> of the month following the month in which the labor was performed.
- (e) The failure of an individual employer to comply with the applicable provisions of the AMF shall constitute a breach of his labor requirements as pertains to the other trust funds set forth in this agreement. It shall be the responsibility of the fund and or the fund administrator, not the Local Union, to enforce this provision.
- (f) Individual Employers who fail to remit AMF fund payments monthly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the AMF.
- (g) Individual Employers who fail to timely remit AMF fund payments monthly shall also be liable for liquidated damages in the amount of ten percent (10%) of all unpaid amounts. If it becomes necessary to place the collection of any contributions with an attorney, the Employer shall be liable for attorney fees, interest, auditing fees and Court costs.

## **ARTICLE XXII**

### **National Labor Management Cooperation Committee**

#### **SECTION 22.01:**

The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6 (b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S. C. § 186(c)(9). The purposes of this Fund include the following:

- (a) to improve communication between representatives of labor and management;
- (b) to provide worker and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- (c) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;

- (d) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (e) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (f) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (g) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (h) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (i) to enhance the involvement of workers in making decisions that affect their working lives; and
- (j) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

**SECTION 22.02:** The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

**SECTION 22.03:** Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Southeast Texas Chapter, NECA, or its designee, shall be the collection agent for this Fund.

**SECTION 22.04:** If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars(\$20) for each month payment of contributions is delinquent to the fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

## **ARTICLE XXIII**

## **LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)**

**SECTION 23.01:** The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- 9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

**SECTION 23.02:** The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

**SECTION 23.03:** Each employer shall contribute two cents (\$.02) per man hour worked up to a maximum of 150,000 man-hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Southeast Texas Chapter, NECA, or its designee, shall be the collection agent for this Fund.

**SECTION 23.04:** If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the

delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

## **ARTICLE XXIV**

### **Substance Abuse**

The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

## **ARTICLE XXV**

**Code of Excellence** – The parties to this agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

## **ARTICLE XXVI**

### **Separability Provision**

**SECTION 26.01:** Should any provision of this Agreement be declared illegal by any Court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

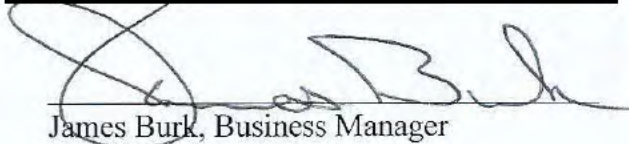


**SECTION 26.02:** This Agreement sets forth the entire contract between the Employer and the Union, and supersedes all previous understandings and Agreements between them and Amendments thereto.

SIGNED FOR THE UNION:

Local Union No. 479  
of the International  
Brotherhood of  
Electrical Workers

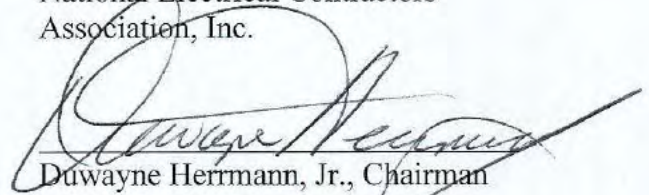
(b) (6), (b) (7)(C)

  
James Burk, Business Manager

10.23.14  
Date:

SIGNED FOR THE EMPLOYER:

Coastal-Sabine Division of  
the Southeast Texas Chapter,  
National Electrical Contractors  
Association, Inc.

  
Duwayne Herrmann, Jr., Chairman

  
Allen Grainey, Executive Director

10.17.14  
Date:



APPENDAGE “A” TO THE LOCAL UNION 479 AGREEMENT WITH THE  
SOUTHEAST TEXAS CHAPTER COASTAL SABINE DIVISION NECA

The wage rate for un-indentured workers is 53% of the Journeyman Inside Wireman Wage.

**APPRENTICE WIREMAN –SIX (6) PERIODS**

<b>Period</b>	<b>OJT Hours</b>	<b>Wages</b>	<b>RELATED TRAINING</b>
1st	0	53% of JW Rate	N/A
2nd	1,000	56% of JW Rate	Satisfactory Progress
3rd	2,000	62% of JW Rate	1 <sup>st</sup> Year Complete
4th	3,500	68% of JW Rate	2 <sup>nd</sup> Year Complete
5th	5,000	74% of JW Rate	3 <sup>rd</sup> Year Complete
6th	6,500	80% of JW Rate	4 <sup>th</sup> Year Complete
Completion	8,000	100% of JW Rate	5 <sup>th</sup> Year Complete

**Special Provisions Wage Payments:**

The wage rate for un-indentured workers is 53% of the Journeyman Inside Wireman Wage.

**Local Union 479, IBEW**  
and the  
**Coastal Sabine Division of the Southeast Texas Chapter of NECA**  
**2018 Agreement between the Parties**

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2018

AGREEMENT

between

LOCAL UNION NO. 479 of the  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

and

COASTAL-SABINE DIVISION of the  
SOUTHEAST TEXAS CHAPTER,  
NATIONAL ELECTRICAL CONTRACTORS  
ASSOCIATION, INC.

Beaumont, Texas

**PARTIES CLAUSE**

Agreement by and between the Coastal Sabine Division of the Southeast Texas Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 479, IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the Southeast Texas Chapter of NECA and the term "Union" shall mean Local Union No. 479, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

**BASIC PRINCIPLES**

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common-sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

## **Effective Date - Changes - Term of the Agreement**

### **SECTION 1.01: Period of Agreement**

This Agreement shall take effect October 1, 2018 and shall remain in effect through September 26, 2021, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from the start of the first full pay period October through the last pay period in September of each year, unless changed or terminated in the way later provided herein.

### **SECTION 1.02: Notice of Amendment**

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
- (c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20<sup>th</sup> of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (e) When a case has been submitted to the Council, it shall be the responsibility of the Negotiating Committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (f) Notice of a desire to terminate this agreement shall be handled in the same manner as a proposed change.

### **SECTION 1.03: Amendment by Consent**

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the I.B.E.W. for approval, the same as this Agreement.

## **Grievances - Disputes**

### **SECTION 1.04: No Work Stoppage**

There shall be no stoppage of work either by strike, or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

### **SECTION 1.05: Labor Management Committee**

There shall be a Labor-Management Committee of three representing the Union and three representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the Management representatives.

### **SECTION 1.06: Grievances**

All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

### **SECTION 1.07: Voting and Quorum**

All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

**SECTION 1.08:** Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decision shall be final and binding.

**SECTION 1.09:** When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

**SECTION 1.10:** Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within thirty (30) working days of its occurrence shall be deemed to no longer exist.



## **ARTICLE II**

### **Standard Inside Referral**

**SECTION 2.01:** In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

**SECTION 2.02:** The Union shall be the sole and exclusive source of referral of applicants for employment.

**SECTION 2.03:** The Employer shall have the right to reject any applicant for employment.

**SECTION 2.04:** The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

#### **SECTION 2.05: Register of Applicants Group I to IV**

The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

### **Journeyman Wireman - Journeyman Technician**

#### **GROUP I**

All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least six months in the last four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new group 1 status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

**GROUP II** All applicants for employment who have four or more years experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

**GROUP III** All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

**GROUP IV** All applicants for employment who have worked at the trade for more than one year.

**SECTION 2.06:** If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

**SECTION 2.07: Temporary Employees**

The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

**SECTION 2.08: Normal Construction Labor Market**

"Normal Construction Labor Market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured.

Angelina	Orange
Hardin	Polk
Houston	Sabine
Jasper	Trinity
Jefferson	Tyler
Newton	
Chambers - That part east of the Trinity River	
Liberty - That part east of the Trinity River	

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

**SECTION 2.09: Resident**

"Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

#### **SECTION 2.10: Examination**

An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

#### **SECTION 2.11: Out of Work List**

The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

**SECTION 2.12:** An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List".

**SECTION 2.13:** An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

**SECTION 2.14:** Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

#### **SECTION 2.15: Repeated Discharge**

An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

#### **SECTION 2.16: Exception of Referral**

The only exceptions which shall be allowed in this order of referral are as follows:

- (a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- (b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

**SECTION 2.17: Appeals Committee**

An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

**SECTION 2.18:** It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 2.04 through 2.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

**SECTION 2.19:** A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedures records at any time during normal business hours.

**SECTION 2.20:** A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties of this Agreement.

**SECTION 2.21:** Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

**ARTICLE III**

**Standard Inside Apprenticeship and Training Language**

**SECTION 3.01:** There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).



The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (un-indentured, intermediate journeymen, etc.)

**SECTION 3.02:** All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three (3) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

**SECTION 3.03:** Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

**SECTION 3.04:** There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

**SECTION 3.05:** The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

**SECTION 3.06:** To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices

with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

**SECTION 3.07:** All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

**SECTION 3.08:** The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per SECTION 3.12.

**SECTION 3.09:** Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

**SECTION 3.10:** To accommodate short-term needs when apprentices are unavailable, the JATC shall assign un-indentured workers who meet the basic qualification for apprenticeship. Un-indentured workers shall not remain employed if apprentices become available for OJT assignment. Un-indentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the un-indentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an un-indentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.

Should an un-indentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an un-indentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to un-indentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

**SECTION 3.11:** The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and un-indentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

**SECTION 3.12:** Each job site shall be allowed a ratio of three (3) apprentice(s) for every one (1) Journeyman Wiremen (man). (The local parties will determine the job site ratio, however, the ratio shall not be less than two apprentices for every three journeymen or fraction thereof. Should the parties agree to a ratio higher than the minimum 2 to 3, the following table must be modified to reflect the larger number of allowable apprentices.)

Number of Journeymen	Maximum Number of Apprentices/Un-indentured
1	3
2	6
etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

**SECTION 3.13:** An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

**SECTION 3.14:** Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

**SECTION 3.15:** The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

**SECTION 3.16:** All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is \$0.39. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

## **ARTICLE IV**

### **Management Rights - Union Rights**

**SECTION 4.01: Management Rights**

The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or Owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

**SECTION 4.02: Union Members Working**

No member of the Union, except those meeting the requirements of "Employer" as defined herein, shall contract for any electrical work.

**SECTION 4.03: Employers Working**

After one (1) year from the date of the Employer's execution of a Letter of Assent to this Agreement, no individual connected with an employing concern as Owner, Manager, Partner, or Member of a Board of Directors shall perform any manual electrical work. Non-bargaining unit personnel that do not meet the strict legal definition of Owner, Manager, Partner, or Director of the type of business entity signatory to this Agreement may not work with their tools at any time.

**SECTION 4.04: Favored Nations**

The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the



Employer under this Agreement and the Union shall immediately notify the Employer of any such concessions.

#### **SECTION 4.05: Union Recognition**

The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

#### **SECTION 4.06: Definition of Employer**

- (a) Certain qualifications, knowledge, and financial responsibilities are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications: (1) Maintaining a place of business with a business telephone; (2) And, not connected with or part of a domestic establishment; (3) And, with a suitable financial status to meet payroll requirements (business line of credit or company cash assets of a minimum of \$200,000); (4) And, must employ at least one Journeyman continuously.
- (b) The Employer must be licensed by the State of Texas as a Master Electrician or employ a person who is so licensed as a Master Electrician.
- (c) The Employer must submit proof of general liability insurance and either workers' compensation insurance or a certificate of authority to self insure, or a statement that the applicant has elected not to obtain workers' compensation insurance pursuant to Subchapter A, Chapter 406, Labor Code, with the initial and renewal applications. General liability insurance must at a minimum:
  - (i) be at least \$300,000 per occurrence (combined for property damage and bodily injury);
  - (ii) be at least \$600,000 aggregate (total amount the policy will pay for property damage and bodily injury coverage); and
  - (iii) be at least \$300,000 aggregate for products and completed operations
- (d) All Employers subject to the terms of this Agreement shall carry an Indemnity Bond issued by a Company authorized to do business in the State of Texas. This bond is used as evidence of financial responsibility, and to insure proper payments to the I.B.E.W. Local Union #479 Pension Fund, the Southwestern Health & Benefit Fund, the Electrical Joint Apprenticeship and Training Trust Fund, the National Electrical Benefit Fund, to Local Union No. 479, I.B.E.W. for dues withheld upon behalf of the Union members, to Local Union No. 479, I.B.E.W. Credit Union, and the selected Annuity Plan. Effective July 1, 1997, the following indemnity bond schedule shall be used:

<u>Workmen Employed</u>	<u>Bond Amount</u>
1-5	\$ 5,000
6-10	\$10,000
11-15	\$15,000

16-20	\$20,000
21-30	\$25,000
31+	\$30,000

If an employer is unable to secure the bonding required, then they will be required to pay the benefits on a weekly basis. Effective January of each year, employers shall carry a bond equal to the previous 12 months' average employment. This Bond shall be furnished to the Local Union before men will be referred to the Contractor.

The Bond shall provide that it may not be canceled by either the Employer or the Insurance Carrier without thirty (30) days written notice in advance to the Union by certified, registered, or insured mail from the Surety. Proof of the execution of the Bond, in the form of an affidavit executed by the Insurance Carrier, shall be furnished the Union for each Employer. Such affidavit shall show on its face that it may not be canceled by either the Insurance Carrier or the Employer without prior notification to the Union. The Local Union shall furnish a copy of the affidavit of Bond to each of the Funds.

The obligee (Local Union No. 479, I.B.E.W.) shall notify the Surety within thirty (30) days after having knowledge of a breach of this Agreement by the principle hereof.

- (e) In the event of an Employer giving an uncollectible check, this Agreement shall be considered breached by the Employer until the sum involved has been made good, together with all added costs.

#### **SECTION 4.07: Workers Compensation**

For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in this State, Social Security; and such other protective insurance as may be required by the laws of this State. The Employer shall also make contributions to the Texas Workforce Commission for all employees covered under the terms of this Agreement.

#### **SECTION 4.08: Discipline for Violation of Union Constitution**

The Union reserves the right to discipline its members for violations of its laws, rules, and agreements.

#### **SECTION 4.09: Annulment Sub Contracting**

The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the I.B.E.W., other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm, or corporation not recognizing the I.B.E.W. or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration,

painting, or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

#### **SECTION 4.10: Discrimination Clause**

The Union and the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or age.

#### **SECTION 4.11: Foremen**

- (a) **Foreman A & B:** On all jobs requiring five (5) Journeymen, one shall be designated as a Foreman A by the Employer. On all jobs requiring six (6) or more Journeymen, one shall be designated as a Foreman B by the Employer.
- (b) The Foreman may be required to work with tools the same as any Journeyman until the seventh (7th) Journeyman comes on the crew. Then he shall not work with the tools. This shall not be interpreted to mean that he will be prohibited from the use of slide rule, pocket rules, measuring tape, or any instrument needed in laying out work to his crew, nor shall it mean he is prohibited from signaling equipment or delivering small items of material to Journeymen that can be carried by hand in his routine traveling over his job.
- (c) At no time will a Foreman supervise more than ten (10) Journeymen, unless special permission is given by the Business Manager. The second and subsequent Foreman employed on any job may be required to work with the tools until the seventh (7th) Journeyman comes on the crew, then he becomes a non-working Foreman. There shall be no more than one working Foreman on any job.
- (d) When more than two Foreman are employed on any one job, one shall be designated as General Foreman.
- (e) On all jobs having a Foreman, workmen are not to take direction or orders or accept the layout of any job from anyone except the Foreman.
- (f) No Foreman on one job shall at the same time perform work on another job.

#### **SECTION 4.12: Instrument Technician**

- (a) An employee performing calibration, loop check, and/or function testing of process instrumentation equipment and/or systems on petrochemical processing plants and/or related storage facilities with one or more of the following qualifications: EPRI certification; ISA certification.
- (b) If certified Instrument Technicians are not available for referral, a qualified Journeyman Wireman may be referred and/or perform work as an Instrument Technician.

## **ARTICLE V**

### **Hours - Wage Payments - Working Conditions - Call outs**

#### **SECTION 5.01: Hours**

- (a) The standard workday shall be an established eight (8) hour period beginning at 7:00 A.M., exclusive of a thirty (30) minute lunch period. Forty (40) hour per week shall constitute a week's work, Monday through Friday, inclusive.
- (b) The workday starts at 7:00 a.m. and ends at 7:00 a.m. the following morning. The workweek ends at 7:00 a.m. on Monday morning. Sunday start time is 7:00 a.m. on Sunday morning.
- (c) Employees shall be on the job, ready for work, at the assigned starting time and shall remain on the job until quitting time.
- (d) When job conditions for part of or all of the work indicate the need for change in the established starting and/or stop time, the Contractor may make such changes as necessary (up to one and one half (1½) hours). The Employer will give all affected employees reasonable notice of such changes.

#### **SECTION 5.02: Established Work Day**

- (a) All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday, shall be paid for at a rate of time and one-half (1½). All time on Sundays and the holidays stated in 5.02 (b) shall be paid for at the rate of double time.
- (b) The following six (6) days shall constitute the legal holidays within the terms of this Agreement: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
- (c) No work shall be performed on Labor Day except in case of emergency.
- (d) At the Contractor's and/or Owner's option, the job may be shut down on twenty-four (24) hours notice being given. Holidays listed above may be changed by mutual agreement by the Union and the Contractor. Also, the Contractor may change holidays to coincide with those holidays recognized by the Owner.

#### **SECTION 5.03: SHIFT WORK**

##### **(a) Multiple Shifts**



- i. When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:
- ii. The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.
- iii. The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus \$1.50 for all hours worked.
- iv. The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus \$1.50 for all hours worked.
- v. The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.
- vi. If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this agreement.
- vii. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.
- viii. There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

**(b) Two Shifts:** If the Employer establishes two shifts of nine (9) hours or more on each shift, then the hourly pay rate on the Second Shift or Evening Shift shall be the straight time rate plus one dollar and fifty cents (\$1.50) per hour worked as a shift differential.

All overtime on shift work shall be paid at the time and one-half (1½) rate except Sundays and holidays shall be paid at the double time rate.

#### **SECTION 5.04: Flexible Work Hours**

When required or requested by the customer, the Employer, with notice to the Union, may schedule a flexible working hours shift consisting of a minimum of eight (8) consecutive hours of work with a thirty (30) minute lunch break after the first four (4) hours of work between the hours of 4:30 p.m. and 8:00 a.m., Monday through Friday, at the straight time hourly rate.

#### **SECTION 5.05: Call Outs**

A "Call-Out" shall be defined as notification to report for work by whatever means to an employee for work outside of his regular shift or on a regularly scheduled day off or holiday. Call-Outs as defined above shall be paid in accordance with one of the following categories:

- (a) A Call-Out prior to and continuous with an employee's normally scheduled shift shall be paid for on the basis of hours actually worked at the applicable overtime rate.
- (b) When an employee is called out to work at or after the established starting time on Saturday, Sunday, scheduled day off or holidays, he shall be paid not less than two (2) hours at the applicable overtime rate for that day except when his call-out is prior to and continuous with his normal work hours.

On a Call-Out, when guaranteed hours prevail, the employee may be required to work the necessary time guaranteed by the Contractor. If an employee shall stop work for reasons of his own and without approval of the Contractor Representative, he shall be entitled to pay for the hours actually worked in the day, and the two (2) hour minimum conditions shall not apply.

- (c) If there is an overlapping of a man's time from the 5th day to the 6th day, the 6th day to the 7th day or holidays as a result of a Call-Out from one day to the next, the employee shall be paid under the two (2) hours plan as outlined in sub-SECTION (b) above at the applicable overtime rate, but at no time will he receive the two (2) hour guarantee more than once for any one Call-Out.

#### **SECTION 5.06 Wage Payments**

- (a) The minimum hourly wage rates shall be as follows:

<b><u>Effective Date</u></b>	<b><u>10/1/18</u></b>	<b><u>9/30/19</u></b>	<b><u>9/28/20</u></b>
<b>Journeyman Wireman:</b>	<b>\$28.95</b>	<b>\$29.45</b>	<b>\$30.10</b>
<b>Foreman A:</b>	<b>\$30.25</b>	<b>\$30.75</b>	<b>\$31.40</b>
<b>Foreman B:</b>	<b>\$31.15</b>	<b>\$31.65</b>	<b>\$32.30</b>
<b>Welder:</b>	<b>\$31.15</b>	<b>\$31.65</b>	<b>\$32.30</b>
<b>Instrument Tech:</b>	<b>\$31.15</b>	<b>\$31.65</b>	<b>\$32.30</b>
<b>General Foreman:</b>	<b>\$32.45</b>	<b>\$32.95</b>	<b>\$33.60</b>

#### **Apprentices:**

<b><u>Effective Date</u></b>		<b><u>10/1/18</u></b>	<b><u>9/30/18</u></b>	<b><u>9/28/20</u></b>
<b>1<sup>st</sup> period</b>	<b>53%</b>	<b>\$15.34</b>	<b>\$15.61</b>	<b>\$15.95</b>
<b>2<sup>nd</sup> period</b>	<b>56%</b>	<b>\$16.21</b>	<b>\$16.49</b>	<b>\$16.86</b>

<b>3<sup>rd</sup> period</b>	<b>62%</b>	<b>\$17.95</b>	<b>\$18.26</b>	<b>\$18.66</b>
<b>4<sup>th</sup> period</b>	<b>68%</b>	<b>\$19.69</b>	<b>\$20.03</b>	<b>\$20.47</b>
<b>5<sup>th</sup> period</b>	<b>74%</b>	<b>\$21.42</b>	<b>\$21.79</b>	<b>\$22.27</b>
<b>6<sup>th</sup> period</b>	<b>80%</b>	<b>\$23.16</b>	<b>\$23.56</b>	<b>\$24.08</b>

- (b) Apprentice advancement to Journeyman Wireman Status and Journeyman rate of pay requires a valid Texas State Journeyman's License.
- (c) Should Local Union 479 elect to allocate any fraction of an established wage increase to benefits, such an elected change shall be communicated, in writing, to the Coastal Sabine Division, Southeast Texas Chapter of NECA, within 45 days of the effective date of the Agreement in which the wage rate change in question was established. The parties shall provide thirty (30) days-notice to the Employer prior to the effective date of any changes in wage or contribution rates.
- (d) **Special Provisions** Special provisions are made in the following Counties: Angelina, Houston, Jasper, Polk, Sabine, Trinity, and Tyler. The minimum rate of wages shall be eighty percent (80%) of the effective wage rates in paragraph (a) above. An Employer shall be allowed to work with his tools until he has employed the third (3rd) Journeyman in the above Counties.
- (e) **Special Provisions Wage Payments**

The minimum hourly wage rates shall be as follows:

<b><u>Effective Date</u></b>	<b><u>10/1/18</u></b>	<b><u>9/30/19</u></b>	<b><u>9/28/20</u></b>
<b>Journeyman Wireman:</b>	<b>\$23.16</b>	<b>\$23.56</b>	<b>\$24.08</b>
<b>Foreman A:</b>	<b>\$24.20</b>	<b>\$24.60</b>	<b>\$25.12</b>
<b>Foreman B:</b>	<b>\$24.92</b>	<b>\$25.32</b>	<b>\$25.84</b>
<b>Welder:</b>	<b>\$24.92</b>	<b>\$25.32</b>	<b>\$25.84</b>
<b>Instrument Tech:</b>	<b>\$24.92</b>	<b>\$25.32</b>	<b>\$25.84</b>
<b>General Foreman:</b>	<b>\$25.96</b>	<b>\$26.36</b>	<b>\$26.88</b>

**Apprentices:**

<b><u>Effective Date</u></b>		<b><u>10/1/18</u></b>	<b><u>9/30/19</u></b>	<b><u>9/28/20</u></b>
<b>1<sup>st</sup> period</b>	<b>53%</b>	<b>\$12.28</b>	<b>\$12.49</b>	<b>\$12.76</b>
<b>2<sup>nd</sup> period</b>	<b>56%</b>	<b>\$12.97</b>	<b>\$13.19</b>	<b>\$13.49</b>
<b>3<sup>rd</sup> period</b>	<b>62%</b>	<b>\$14.36</b>	<b>\$14.61</b>	<b>\$14.93</b>

<b>4<sup>th</sup> period</b>	<b>68%</b>	<b>\$15.75</b>	<b>\$16.02</b>	<b>\$16.37</b>
<b>5<sup>th</sup> period</b>	<b>74%</b>	<b>\$17.14</b>	<b>\$17.43</b>	<b>\$17.82</b>
<b>6<sup>th</sup> period</b>	<b>80%</b>	<b>\$18.53</b>	<b>\$18.85</b>	<b>\$19.26</b>

#### **SECTION 5.07: Payroll Period and Payment of Wages**

- a) The payroll period will begin with the beginning of business at 12:01 A.M. on Monday of each week, and continue through Sunday, at 12:00 Midnight of the following week.
- b) Wages due from the preceding payroll period are payable by check, direct deposit, or payroll card. Wages paid by check shall be available at the regular quitting time and paid on Thursday for work performed during the preceding payroll period.
- c) Wages paid by direct deposit or payroll card shall be funded by Midnight Thursday for work performed during the preceding payroll period. Such payments will be preceded by payroll information due to the employee by regular quitting time Thursday.
- d) Should Thursday be a Holiday noted in Section 5.02 (b), wages paid by check shall be paid by the regular quitting time on Wednesday for work performed during the preceding payroll period. Wages paid by direct deposit or payroll card shall be funded by Midnight Thursday and shall be preceded by payroll information due the employee by regular quitting time Wednesday.

#### **SECTION 5.08:**

- (a) **Termination Notice** Employees being laid off or discharged by an employer, or employees severing their employment voluntarily, shall be given a termination notice by their Employer, who will also send a copy to the Southeast Texas Chapter, N.E.C.A. and to Local Union 479, I.B.E.W.
- (b) **Direct Deposit** An employer may require direct deposit or payroll card as a means of payment to employees. The direct deposit or payroll card forms and procedures used will be those required by the employer's bank. An employer is not required to offer the direct deposit payment option.
- (c) **Rectify Paychecks** After being notified by the employee, the employer shall have six (6) hours during normal office hours to rectify any mistakes on paychecks without penalty. This does not refer to employees being laid off.
- (d) Any employees laid off by the employer shall be paid all his wages immediately. Payment may be made by check, or, if the employee has an existing account, direct deposit or payroll card. Direct deposit or payroll card payment must be initiated no later than **midnight** the day of the layoff. In the event payment is not made or initiated, as set out above, within six (6) hours of the start of normal office hours the following day, waiting time at the regular rate shall be charged until payment is made, not to exceed eight (8) hours in any one day.
- (e) Any man who voluntarily severs his employment, or is discharged for cause, shall receive his wages, if paid by check, within forty-eight (48) hours, excluding Saturday, Sunday and



holidays at the shop. If the employee does not collect his wages at the Employer's headquarters within forty-eight (48) hours, the Employer will mail the employee's wages the following day to any pre-designated address. The Employer shall only be accountable for mailing such check and not for the delivery of such. In the event payment is not made as set out above, waiting time at the regular rate shall be charged until payment is made not to exceed eight (8) hours in any one day.

- (f) Payment may also be made by direct deposit or payroll card, if the employee has an existing account. Direct deposit or payroll card payment must be initiated no later than **midnight** of the day following the termination. In the event payment is not made as set out above within six (6) hours of the start of normal office hours of the second day following the termination, waiting time at the regular rate shall be charged until payment is made: not to exceed eight (8) hours in any one day.

#### **SECTION 5.09: Reporting for Work**

An employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall be paid two (2) hours at the basic straight time hourly rate for his classification, unless he was notified the previous workday not to report.

When employees start to work, they shall be paid not less than two (2) hours and if they work beyond the two (2) hours, they shall be paid actual time worked. If an employee refuses to start or stops work on his own volition, the minimum set forth herein shall not apply.

#### **SECTION 5.10: Tools**

Journeyman shall provide themselves with the following tools and these only:

Knife	Hammers - 2 Lb. Largest
Pencil	Hacksaw frame
Six-foot rule	Keyhole saw
Pliers – cutting	Level – small
Pair pliers – gas	Square
Screwdrivers	Center punch
Crescent wrenches - 12" largest	Stake-on pliers
2 Pipe wrenches - 12" largest	Lockable tool box
Wood chisel	Lock

The Employer shall provide safe storage for personal tools. The parties agree to refer the Tool List to the CSLMCC for review and revision, as needed.

**SECTION 5.11:** The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, toolboxes, or other safe places for storage.

#### **SECTION 5.12: Installation of Electric Work**

Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with the applicable code and contract specifications.

**SECTION 5.13: Improper Workmanship**

A Journeyman shall be required to make corrections on improper workmanship of which he is responsible, unless errors were by order of the Employer or the Employer's representative. If the improper workmanship of a Journeyman creates an emergency condition, the Journeyman will be required to make corrections on his own time during the regular working hours or after working hours, if the emergency conditions so warrant and as determined by the Employer and the Business Manager of the Local Union.

**SECTION 5.14: Union Representative Access**

The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement.

**SECTION 5.15: Travel Time**

- (a) When workmen are ordered to report to the shop, the Employer shall, within the jurisdiction of the Union, pay for traveling time and furnish transportation from shop to job, and from job to job. Workmen will remain on the job until the end of the established workday. The Employer will furnish transportation only from the job to the shop. However, should the Employer fail to return workmen to the shop by the end of the established workday, they shall receive overtime at the prevailing rate from the end of the established workday, with a minimum of thirty (30) minutes. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, board and all other necessary expenses.
- (b) Nothing in this Agreement shall be constructed as limiting the right of the Employer to move, transfer, or assign employees from his shop to any specific job, or from any job to any other job, upon which said Employer holds a contract for the performance of the electrical work. An employee, once on the Employers payroll, may be worked by him at any location at the discretion of the Employer.

**SECTION 5.16:** No traveling time shall be paid or transportation furnished before or after working hours to workmen for traveling to or from any job in the jurisdiction of the Union when men are ordered to report on the job.

**SECTION 5.17: Energized Circuits over 440**

On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) or more Journeymen must work together.

**SECTION 5.18: Prefabrication of Conduit**

Prefabrication of all conduit shall be performed by workmen employed under the terms of this Agreement.

**SECTION 5.19: Pipe Cutting and Threading**

Where pipe cutting and threading machines are used, such shall be operated by workmen covered by this Agreement. When an apprentice operates such machines, it shall be under the supervision of a Journeyman.

**SECTION 5.20: Channeling of Brick and Concrete**

All channeling of brick and concrete in connection with installation of raceways or equipment shall be performed by workmen employed under the terms of this Agreement.

**SECTION 5.21: Welding and Cutting Materials**

The handling, moving and installation of all electrical material, equipment and machinery and the mounting and setting thereof, together with any necessary welding, or cutting on any job, shall be performed by workmen employed under the terms of this Agreement.

**SECTION 5.22: Workman Personal Vehicle**

No workmen shall use his personal automobile, motorcycle, or vehicle, in a manner considered to be unfair to other workmen. General Foremen and above shall not be subject to this provision.

**SECTION 5.23: Warehousemen**

When a permanent warehouse is maintained on a job site during construction and a warehouseman is employed, they shall be employed under the terms of this Agreement.

**SECTION 5.24: Temporary Power**

On all jobs where temporary electric lights, heat or power, are used by any other Trade or Trades, installation and maintenance of such temporary lights, heat or power shall be performed by workmen under the terms of this Agreement.

**SECTION 5.25: Unscheduled Overtime and Call Outs**

Employees working more than two (2) hours of unscheduled overtime or more than four (4) hours of emergency callout overtime, and each four (4) hours thereafter, shall be furnished a paper bag or box lunch with a drink (or \$12.00 in lieu of the meal and drink) by the Employer, and eaten on the Employer's time.

**SECTION 5.26: Stewards**

- (a) The Employer recognizes the right of the Business Manager to appoint a Steward on each job. The Steward shall be allowed ample time to take care of Union business and shall not be discriminated against for any lawful Union activity.
- (b) Any Steward shall be a qualified workman performing work of his craft and shall exercise no supervisory function.
- (c) There shall be no non-working Stewards.
- (d) No Steward shall be removed from the job until notice has been given to the Business Manager.

**SECTION 5.27: Identification Badges**

- (a) All employees working under the terms of this Agreement, at the discretion of the Employer, may be required to wear an identification badge in plain view during work hours.
- (b) No employees covered by the terms of this Agreement shall clock in or out.

**SECTION 5.28: Hydration**

Workers shall be permitted to maintain adequate hydration.

**ARTICLE VI**

**First Aid and Safety**

**SECTION 6.01:** The employees covered by the terms of this Agreement shall at all times, while in the employ of the Company, be bound by the safety rules and regulations as established by the Owner.

**ARTICLE VII**

**Transportation**

**SECTION 7.01:** At plant locations where private transportation is not permitted, the Employer shall furnish transportation that provides shelter from inclement weather from the gate to the job site and back to the gate when said distance is one-half (½) mile or more.

**ARTICLE VIII**

**No Work Stoppage**

**SECTION 8.01:** No strikes, work stoppages, picketing or slow downs for any reason will be recognized, incited or supported by the employees and/or Union. There will be no lockouts by the Contractors.

**ARTICLE IX**

**4-10's Work Schedule**

**SECTION 9.01:**



- a. The Employer may establish a work week consisting of four (4) consecutive ten (10) hour days beginning at 7:00 a.m., Monday through Friday, at the straight time rate of pay. An unpaid one - half hour period shall be allowed for lunch.
- b. The Employer may establish a second shift consisting of four (4) consecutive ten (10) hour nights beginning at 7:00 p.m., Monday through Friday, at the straight time rate plus one dollar and fifty cents (\$1.50) per hour worked as a shift differential. An unpaid one - half hour period shall be allowed for a meal.
- c. Friday may be used as a make-up day, and, if utilized, a minimum of eight (8) hours work must be scheduled. All overtime will be paid according to the overtime provisions of Section D & E, below. Scheduling changes, regardless of duration, shall not affect the terms and conditions of this Section.
- d. After an individual employee has accumulated ten (10) hours in the workday, or forty (40) hours in the workweek, Monday through Friday, overtime shall be paid at a rate of one and one-half times (1 1/2) the straight time rate of pay. This shall apply to make-up days, as well. Work performed on Saturdays shall be paid at 1.5 times the straight time rate. Work performed on Sundays and Holidays, as recognized in Section 5.02 (b) of this Agreement, shall be paid at two (2) times the straight time rate.
- e. Overtime for the Second Shift shall be computed by adding the shift differential (\$1.50) to the straight time rate and then multiplying the sum by the applicable overtime rate.
- f. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.
- g. When job conditions for part of or all of the work indicate the need for change in the established starting and/or stop time, the Contractor may make such changes as necessary (up to ~~two (2)~~ one and one half (1½) hours). The Employer will give all affected employees reasonable notice of such changes.

## **ARTICLE X**

### **National Electrical Benefit Fund**

**SECTION 10.01:** It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach

the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

## **ARTICLE XI**

### **Family Medical Care**

#### **SECTION 11.01:**

- (a) It is hereby mutually agreed between parties hereto and in accordance with the "Welfare Contract" entered into by and between the Southeast Texas Chapter of the National Electrical Contractors Association and Local Union No. 479, International Brotherhood of Electrical Workers, that the Employer will forward, to the mutually selected Medical Trust Fund contributions on behalf of eligible employees for all hours actually worked (both straight time and overtime) within the geographical limits of the Union's jurisdiction when work is performed for any Employer operating under the terms of this Basic Agreement.
- (b) The Employer shall contribute \$5.60 per hour worked to the SWHBF "Main" Plan on behalf of Journeymen Wiremen, Instrument Technicians, Welders, Foremen A, Foremen B, General Foremen, Apprentices (3<sup>rd</sup> thru 6<sup>th</sup> Period), and Alternative Apprentices (3<sup>rd</sup> thru 6<sup>th</sup> Period).
- (c) The Employer shall contribute \$2.50 per hour worked to the SWHBF "Sub" or "Tiered" Plan on behalf of Apprentices (Un-indentured, and 1<sup>st</sup> thru 2<sup>nd</sup> Period), and Alternative Apprentices (1<sup>st</sup> thru 2<sup>nd</sup> Period).
- (d) If the \$2.50 Employer contribution rate for the "Sub" Plan for Apprentices and AA's is increased or the option for the \$2.50 level of coverage is eliminated during the term of this Agreement, this Agreement shall be opened for negotiations exclusively on that subject.
- (e) Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Funds payments, and mailed to the Southeast Texas Benefit Fund no later than the 15<sup>th</sup> of the month following the month in which the labor was performed.
- (f) Individual Employers that fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union,

provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the Health and Welfare Fund. Failure of an individual Employer to comply with the applicable provisions of the SECTION shall constitute a breach of this Agreement.

- (g) The mutually selected Health and Welfare Plan is now Southwestern Health and Benefit Fund. However, by mutual agreement, the parties may elect another Health and Welfare Plan during the term of this Agreement.
- (h) If, during the life of this Agreement between the parties, the Health and Welfare Fund Trustees mandate an increase in the contribution rate, the increase shall be funded equally by the parties.

## **ARTICLE XII**

### **Pension Fund**

#### **SECTION 12.01:**

- (a) It is hereby mutually agreed between the parties hereto, and in accordance with the "Pension Contract" governing the Pension Plan entered into by and between the Southeast Texas Chapter of the National Electrical Contractors Association and Local Union No. 479, International Brotherhood of Electrical Workers, the Employer shall make contributions on behalf of eligible Employees to the Pension Plan for all hours actually worked within the geographical limits of the Union's jurisdiction when work is performed for any Employer operating under the terms of this Agreement.
- (b) Effective March 26, 2012, the Employer shall contribute to the Pension Plan \$3.75 per hour worked on behalf of Journeymen, Foremen A, Foremen B, General Foreman, Welders, and Instrument Technicians.
- (c) Effective April 30, 2012, the Employer shall contribute to the Pension Plan on behalf of Apprentices and Alternative Apprentices (AA's) in accordance with the schedule below (based on a percentage of the Journeyman Pension Contribution Rate):

<b>Apprentice; Alternative Apprentices:</b>	<b>Percentage</b>	<b>Contribution</b>
Un-indentured, 1 <sup>st</sup> & 2 <sup>nd</sup> Period	(0%)	\$0.00
3rd period	(20%)	\$0.75
4th period	(40%)	\$1.50
5th period	(60%)	\$2.25
6th period	(80%)	\$3.00

- (d) Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Funds payments, and mailed to the Southeast Texas Benefit Fund no later than the 15<sup>th</sup> of the month following the month in which the labor was performed.
- (e) Individual Employers that fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union,

provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the Health and Welfare Fund. Failure of an individual Employer to comply with the applicable provisions of the SECTION shall constitute a breach of this Agreement.

(f) Pension Funding Policy:

1. the Pension Protection Act (PPA) funded percentage must remain above 100%, and
2. the Unfunded Vested Benefits (UVB) for Employer Withdrawal Liability purposes must remain below \$0.00, and
3. There must be no projected funding deficiency within the next 25 years.
4. Should a deficiency in any element of the Pension Plan Funding Policy as stated above be projected, the Pension Plan accrual and/or other plan benefits shall be reduced to the level necessary to satisfy the Pension Plan Funding Policy.

### **ARTICLE XIII**

#### **National Electrical Industry Fund (NEIF)**

**SECTION 13.01:** Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

- (a) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.
- (b) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.
- (c) (Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted).
- (d) Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

### **ARTICLE XIV**

#### **Credit Union**

**SECTION 14.01:** Each Employer, when requested, shall deduct from his employees' weekly wage, an authorized amount (in multiples of five dollars), and forward it weekly to the I.B.E.W. Local Union No. 479 Federal Credit Union, P.O. Box 20877, Beaumont, Texas 77720.



The Union will supply a report form for listing each participant's name, Social Security number, and the amount withheld. A copy of this report, along with deducted wages, shall be forwarded at least bi-weekly, no later than Sunday following the last day of the pay period in which the labor was performed.

**SECTION 14.02:** Authorization for these deductions shall be made on a special form supplied by Local Union No. 479. The form shall be signed by the employee and contain his name, Social Security number, credit union account number, and the amount to be withheld.

**SECTION 14.03:** Participants shall start their deductions only when first referred to an Employer, or on the first full weekly pay period for any quarter (January, April, July, or October) of any year.

**SECTION 14.04:** Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice.

## **ARTICLE XV**

### **Annuity Fund**

#### **SECTION 15.01:**

- (a) It is hereby mutually agreed between the parties hereto, and in accordance with the "Annuity Contract" governing the Annuity Plan entered into by and between the Southeast Texas Chapter of the National Electrical Contractors Association and Local Union No. 479, International Brotherhood of Electrical Workers, that the Employer shall make contributions on behalf of eligible Employees to the Annuity Plan for all hours actually paid within the geographical limits of the Union's jurisdiction when work is performed for any Employer operating under the terms of this Agreement.
- (b) Effective September 29, 2014 the Employer shall contribute to the Annuity Plan \$1.50 per hour paid on behalf of Journeymen, Foremen A, Foremen B, General Foreman, Welders, and Instrument Technicians. (Straight Time: \$1.50 per hour, Time and One Half: \$2.25, Double Time: \$3.00). Effective September 28, 2015 the Employer shall contribute to the Annuity Plan \$1.70 per hour paid on behalf of Journeymen, Foremen A, Foremen B, General Foreman, Welders, and Instrument Technicians. (Straight Time: \$1.70 per hour, Time and One Half: \$2.55, Double Time: \$3.40). Effective September 26, 2016 the Employer shall contribute to the Annuity Plan \$1.90 per hour paid on behalf of Journeymen, Foremen A, Foremen B, General Foreman, Welders, and Instrument Technicians. (Straight Time: \$1.90 per hour, Time and One Half: \$2.85, Double Time: \$3.80). Effective September 25, 2017 the Employer shall contribute to the Annuity Plan \$2.10 per hour paid on behalf of Journeymen, Foremen A, Foremen B, General Foreman, Welders, and Instrument Technicians. (Straight Time: \$2.10 per hour, Time and One Half: \$3.15, Double Time: \$4.20).
- (c) Effective April 30, 2012, the Employer shall contribute to the Annuity Plan on behalf of Apprentices and Alternative Apprentices (AA's) in accordance with the schedule below (based on a percentage of the Journeyman Annuity Contribution Rate):

<b>Classification:</b>	<b>Percentage</b>
Un-indentured	(0%)
1 <sup>st</sup> & 2 <sup>nd</sup> Period	(0%)
3rd period	(20%)
4th period	(40%)
5th period	(60%)
6th period	(80%)

- (d) Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Funds payments, and mailed to the Southeast Texas Benefit Fund no later than the 15<sup>th</sup> of the month following the month in which the labor was performed.
- (e) Individual Employers that fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the Health and Welfare Fund. Failure of an individual Employer to comply with the applicable provisions of the SECTION shall constitute a breach of this Agreement.

#### **SECTION 15.02: 401(K) Plan:**

Effective the first payroll period ending date in January 1999, employees shall be eligible to participate in the 401(K) Plan established by and under the guidelines of the Trustees of the IBEW Local 479 Annuity Plan. Such contributions shall be made on a voluntary basis, and will be non-matching by the employer until such time that matching contributions are negotiated by the two parties signatory to this agreement.

Contributions will be deducted from the employees weekly paycheck in \$.50 increments. There is no limit to the amount the employee may elect to have deducted. These contributions, like Annuity contributions, will be made on a straight time, time and one half (1 ½) and double time (2) rates of pay, as they would apply. Start and/or change notices will occur during the first weekly payroll period of January and July each year, or each time an employee hires in at contractor shop or office.

Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Funds payments, and mailed to the Southeast Texas Benefit Fund no later than the 15<sup>th</sup> of the month following the month in which the labor was performed.

### **ARTICLE XVI**

#### **Union Working Dues**

**SECTION 16.01:** The Employer agrees to deduct and forward to the Financial Secretary of the Local Union – upon receipt of a voluntary written authorization – the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the

approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

## **ARTICLE XVII**

### **COPE/PAC Fund**

**SECTION 17.01:** The Employer agrees to deduct and transmit to IBEW-COPE five cents (5¢) for each hour actually worked from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by the IBEW-COPE.

The deductions shall be made weekly and payment of the deductions reported on the monthly computer reporting forms, along with all other Funds payments, and shall be mailed to reach the office of the Southeast Texas Benefit Fund no later than the 15<sup>th</sup> of the month following the month in which the labor was performed.

Any employee may revoke the voluntary authorization at any time by notifying the company and IBEW-COPE in writing of a desire to do so.

The Union will indemnify and save the company harmless from any claims, suits, or any other form of liability as a result of making payroll deductions described above.

## **ARTICLE XVIII**

### **Fringe Benefit Payments**

**SECTION 18.01:** Fringe Benefits provided for under this Agreement are due and payable no later than the 15<sup>th</sup> of the month following the month in which the labor was performed.

Each Employer shall file a monthly report for each fringe benefit, in the form established therefore. Each report shall be filed, regardless of whether or not the Employer has employed any employees in the month covered by said report.

## **ARTICLE XIX**

### **Jury Duty**

**SECTION 19.01:** The parties have agreed to put enabling language into the Agreement to negotiate a Jury Duty Program at some future negotiations.

## **ARTICLE XX**

### **Non-Resident Employees**

**SECTION 20.01:** An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this

Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate I.B.E.W. International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

## **ARTICLE XXI**

### **Coastal Sabine Administrative Maintenance Fund**

#### **SECTION 21.01:**

- (a) Effective September 3, 2001, all Employers subject to the terms of this Agreement shall contribute an amount equal to 10 cents (\$.10) per hour worked by each employee working under the terms of this agreement; up to a maximum of 150,000 hours within a calendar year. The sum shall be due the Coastal Sabine Administrative Maintenance Fund (AMF) no later than the fifteenth (15<sup>th</sup>) of the month following the end of the calendar month in which the work was performed on a form provided by the AMF.
- (b) These funds are for the administration of the Agreement and associated benefits processing and the Administrator of the "Fund" shall be appointed by the Southeast Texas Chapter, NECA. The Administrator shall indemnify and save the Union harmless from any claims, suits, or any other form of liability as a result of administering this fund as described above.
- (c) No part of the funds collected under this fund shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its local unions.
- (d) Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Fund payments, and received by the Southeast Texas Benefit Trust no later than the 15<sup>th</sup> of the month following the month in which the labor was performed.
- (e) The failure of an individual employer to comply with the applicable provisions of the AMF shall constitute a breach of his labor requirements as pertains to the other trust funds set forth in this agreement. It shall be the responsibility of the fund and or the fund administrator, not the Local Union, to enforce this provision.
- (f) Individual Employers who fail to remit AMF fund payments monthly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the AMF.



- (g) Individual Employers who fail to timely remit AMF fund payments monthly shall also be liable for liquidated damages in the amount of ten percent (10%) of all unpaid amounts. If it becomes necessary to place the collection of any contributions with an attorney, the Employer shall be liable for attorney fees, interest, auditing fees and Court costs.

## **ARTICLE XXII**

### **National Labor Management Cooperation Committee**

#### **SECTION 22.01:**

The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6 (b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S. C. § 186(c)(9). The purposes of this Fund include the following:

- (a) to improve communication between representatives of labor and management;
- (b) to provide worker and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- (c) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (d) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (e) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (f) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (g) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (h) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (i) to enhance the involvement of workers in making decisions that affect their working lives; and
- (j) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

**SECTION 22.02:** The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

**SECTION 22.03:** Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Southeast Texas Chapter, NECA, or its designee, shall be the collection agent for this Fund.

**SECTION 22.04:** If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars(\$20) for each month payment of contributions is delinquent to the fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

## **ARTICLE XXIII**

### **LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)**

**SECTION 23.01:** The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations,

and new methods of improved production;

- 7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- 9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

**SECTION 23.02:** The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

**SECTION 23.03:** Each employer shall contribute two cents (\$.02) per man hour worked up to a maximum of 150,000 man-hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Southeast Texas Chapter, NECA, or its designee, shall be the collection agent for this Fund.

**SECTION 23.04:** If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

## **ARTICLE XXIV**

**Substance Abuse** The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse

Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

## **ARTICLE XXV**

**Code of Excellence** – The parties to this agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

## **ARTICLE XXVI**

**Vacation Fund** – the parties agree to establish a Vacation Fund to receive and administrate employee wage deductions effective September 30, 2019.

## **ARTICLE XXVII**

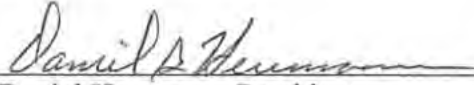
### **Separability Provision**

**SECTION 27.01:** Should any provision of this Agreement be declared illegal by any Court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

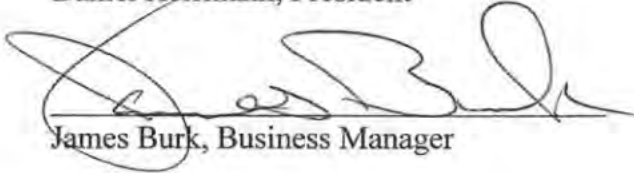
**SECTION 27.02:** This Agreement sets forth the entire contract between the Employer and the Union, and supersedes all previous understandings and Agreements between them and Amendments thereto.

SIGNED FOR THE UNION:

Local Union No. 479  
of the International  
Brotherhood of  
Electrical Workers



Daniel Herrmann, President

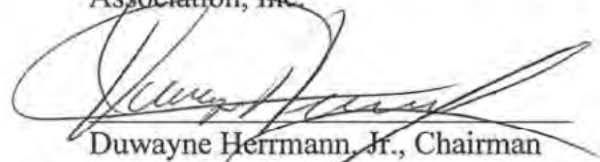


James Burk, Business Manager

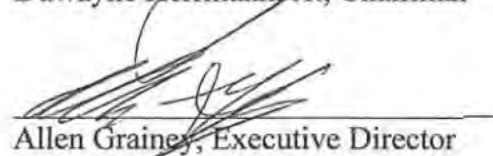
03.06.19  
Date:

SIGNED FOR THE EMPLOYER:

Coastal-Sabine Division of  
the Southeast Texas Chapter,  
National Electrical Contractors  
Association, Inc.



Duwayne Herrmann, Jr., Chairman



Allen Grainey, Executive Director

03.06.19  
Date:





APPENDAGE “A” TO THE LOCAL UNION 479 AGREEMENT WITH THE  
SOUTHEAST TEXAS CHAPTER COASTAL SABINE DIVISION NECA

The wage rate for un-indentured workers is 53% of the Journeyman Inside Wireman Wage.

**APPRENTICE WIREMAN –SIX (6) PERIODS**

<b>Period</b>	<b>OJT Hours</b>	<b>Wages</b>	<b>RELATED TRAINING</b>
1st	0	53% of JW Rate	N/A
2nd	1,000	56% of JW Rate	Satisfactory Progress
3rd	2,000	62% of JW Rate	1 <sup>st</sup> Year Complete
4th	3,500	68% of JW Rate	2 <sup>nd</sup> Year Complete
5th	5,000	74% of JW Rate	3 <sup>rd</sup> Year Complete
6th	6,500	80% of JW Rate	4 <sup>th</sup> Year Complete
Completion	8,000	100% of JW Rate	5 <sup>th</sup> Year Complete

**Special Provisions Wage Payments:**

The wage rate for un-indentured workers is 53% of the Journeyman Inside Wireman Wage.

**BYLAWS**

**OF**

**LOCAL UNION 479**

**INTERNATIONAL BROTHERHOOD**

**OF**

**ELECTRICAL WORKERS**

**BEAUMONT, TEXAS**

**APPROVED: March 13, 2019**

## **ORDER OF BUSINESS**

1. Opening.
2. Roll Call of Officers and Reading of Minutes.
3. Communications and Bills.
4. Reports of Executive Board and Officers.
5. Propositions for Membership.
6. Reports on Candidates.
7. Balloting or Voting on Candidates.
8. Obligations of Candidates.
9. Reports of Delegates and Committees.
10. Reports of Accidents, Sickness or Death of Members.
11. Roll Call of Members.
12. Unfinished Business.
13. New Business. (Under this heading comes matters relating to any election and installation of officers.)
14. Good of the Union.
15. Receipts and Expenses.
16. Closing.

NOTE: This sheet ORDER OF BUSINESS is not a part of the Local Union bylaws. It is attached to the bylaws to provide rules for the orderly conduct of Local Union meetings. Roll Call of Members is optional to the Local Union and may or may not be used as the Local Union decides.

**ARTICLE I**  
**Name - Jurisdiction - Objects**

Sec. 1. This Organization shall be known as **Local Union 479** of the International Brotherhood of Electrical Workers, **Beaumont, Texas**. Local 479 shall have jurisdiction over **Inside and Utility work** as defined in Article XXVI, Sections 4 and 5 of the IBEW Constitution when performed as follows:

(a) **Inside work (excluding Marine Electrical and Motor Repair Shops)** when performed in the following Counties or portions thereof in the State of Texas:

Angelina	Newton
Chambers 1/	Orange
Hardin	Polk
Houston	Sabine
Jasper	Trinity
Jefferson	Tyler
Liberty 2/	

1/ - that part east of Trinity River

2/ - that part east of Trinity River

(b) **Utility work** when performed by employees of:

Houston County Electric Cooperative, Inc.

(c) **Instrument Technicians** to be referred in the following states:

Arizona, Kansas, New Mexico, Oklahoma, Texas

However, the right of the International President to change this jurisdiction is recognized as provided for in the IBEW Constitution.

Sec. 2. The objects of this Local Union shall be to promote by all proper means the material and intellectual welfare of its members.

Sec. 3. Local Union 479 shall cover the "A" and "BA" types of membership.

## **ARTICLE II**

### **Meetings**

Sec. 1. Regular meetings shall be held once a month at the time and date as decided by the Local Union. The International Office shall be advised of the time, date, and location of regular Local Union meetings and also of any future changes. The membership shall be notified of any change in regular meeting dates.

Sec. 2. Special meetings may be called only by the Business Manager or the Executive Board. The members shall be notified in writing (by mail, leaflets, in the Union newspaper, or on accessible bulletin boards) of any special meeting. No business shall be transacted at any special meeting except that for which it has been called.



### **ARTICLE III**

#### **Officers - Elections - Duties**

Sec. 1. The officers shall perform such duties as are stated in Article XVII of the IBEW Constitution. In addition, they shall perform such duties as are outlined in these bylaws and such duties as may be assigned to them by the Local Union and which are not in conflict with the IBEW Constitution and these bylaws.

Sec. 2. Failure of officers to perform their duties, the suspension or removal of any officer and the filling of any vacancies, shall be dealt with as stated in Article XVI of the IBEW Constitution.

Sec. 3. All officers and representatives and all employees shall be bonded to the extent required by the International or any applicable Federal or State law whichever is greater. The bond shall be secured through the International and the premium shall be paid by the Local Union.

Sec. 4. (a) At the meeting of the Local Union, in the month preceding the month in which nominations are made, the President shall appoint an Election Judge and as many Tellers as are required, who shall serve as an Election Board to conduct the election. No candidate for any office shall be eligible to serve on this Board.

(b) After nominations have been made and those nominated are found to be qualified, the Election Board shall have ballots prepared listing in alphabetical order the names of all candidates for each respective office, beginning with President and continuing in the order named in the IBEW Constitution. Such ballots shall not contain any identifying numbers or marks.

(c) All voting shall be by mail ballot.

(d) The Financial Secretary shall furnish to the Election Judge not less than ten (10) days before the election, an alphabetical list of all members eligible to vote. All members in good standing and qualified shall be entitled to vote.

(e) The Executive Board shall decide the last day on which ballots shall be received, and the date, time, and place when the ballots will be counted and this information shall be enclosed with the ballot sent to the members.

(f) The Election Judge shall mail or cause to be mailed to all eligible voters, an official ballot and two (2) envelopes. One (1) envelope shall be smaller than the other and shall have the words OFFICIAL BALLOT stamped or printed on it. The larger envelope shall be preaddressed to the Election Board and shall contain a space in the upper left hand corner where the member shall place his/her name and address.

(g) Upon receiving his/her ballot, the member shall mark same and enclose it in the smaller envelope marked OFFICIAL BALLOT. This envelope shall be placed in the larger preaddressed envelope and mailed to the Election Board.

(h) The Election Board shall select a depository to which the envelopes containing the ballots shall be mailed. This shall not be the Local Union Post Office Box or the Local Union Headquarters. (Cost of such depository shall be paid by the Local Union.) This Board shall advise the Local Union of the location of such depository in sufficient time to prepare the preaddressed envelopes.

(i) The Election Board shall open the envelopes, remove the smaller envelope marked OFFICIAL BALLOT and deposit same in the ballot box with the other ballots. No envelope received later than the time and date as determined and announced by the Executive Board shall be opened by the Election Board.

(j) The Election Board shall count the ballots and certify the results in writing to the Executive Board immediately after the ballots have been counted.

(k) All election records including ballots shall be preserved for one (1) year from the date of election, after which same shall be destroyed unless a question has arisen in connection therewith.

(l) Any candidate for office may be present or have an IBEW member as an observer present at the counting of the ballots.

(m) Write-in votes shall not be permitted.

(n) In the event the candidate does not receive a majority of the votes cast for a specific office, then a run-off election will be held between the two (2) candidates receiving the highest number of votes. This does not include candidates for the Local Union Executive Board or Examining Board which shall be decided for the candidate receiving the most votes.

(o) When a run-off election is necessary, such run-off election shall be held twenty-one (21) days after the regular election is held.

Sec. 5. Voting machines, if available, may be substituted for printed ballots when voting at the polls. All applicable requirements in the foregoing section shall apply, when voting machines are used, in the same manner as though a printed ballot were used.

Sec. 6. (a) The officers shall be those provided for in Article XVI of the IBEW Constitution.

(b) The offices of Financial Secretary and Business Manager shall be combined.

Sec. 7. A Business Manager shall be retained on a full-time basis.

Sec. 8. The Executive Board shall consist of seven (7) elective members who do not hold any other office in the Local Union.

Sec. 9. The Examining Board shall consist of five (5) elective members who do not hold any other office.

Sec. 10. (a) Nominations for officers shall be held in **May 2019**, and election of officers shall be held in **June 2019** and **every three (3) years thereafter**, as stated in Article XVI of the IBEW Constitution. Notice shall be mailed to all members at least twenty (20) days prior to the meeting for nominations in election years with all information regarding nominations, list of offices to be filled, date, time, and place of election, and the date, time, and place of run-off election if required. Said notice shall also include all details concerning the availability of the absentee ballot.

(b) No member shall be a candidate for more than one (1) office, except as provided in these bylaws and with approval of the International President. If nominated for more than one office, the member shall immediately declare for which office he/she will be a candidate. However, this shall not apply to offices which have been combined with the approval of the International President.

(c) Every candidate shall have the right once within thirty (30) days prior to the election to inspect a list containing the names and last-known addresses of all the members of the Local Union. Such list of members shall be maintained and kept by the Local Union. The membership list shall not be copied for the use of any candidate.

(d) No member shall be eligible for office unless he/she has been a member of Local Union 479 in continuous good standing for at least two (2) years immediately prior to nomination.

(e) No Apprentice shall be eligible to hold office in the Local Union.

(f) No nominations shall be closed so long as any qualified voter has a nomination he wishes to make.

Sec. 11. It shall be the duty of the President to see that the proper membership records and accounts are maintained and that all records and books of the Financial Secretary, Treasurer, Recording Secretary, Business Manager, and Executive Board are kept at the established office of the Local Union.

## **ARTICLE IV**

### **Executive Board**

Sec. 1. The duties of this Board are outlined in Article XVII of the IBEW Constitution and these bylaws.

Sec. 2. It shall be the duty of the Board to investigate all applications for membership and submit its report to the Local Union for action in accordance with Article XX of the IBEW Constitution. The preceding sentence shall not apply to apprentices as covered elsewhere in these bylaws. The Board shall also investigate and pass upon all traveling cards in full accordance with Article XXIII of the IBEW Constitution. The Board shall make its final report to the Local Union within sixty (60) days after the application or traveling card has been presented for Board consideration.

Sec. 3. Special meetings of the Board may be called by its Chairman or the Business Manager.

Sec. 4. The Board shall elect its own Chairman and Secretary.

Sec. 5. The Board shall meet regularly between regular meetings of the Local Union.

## **ARTICLE V**

### **Examining Board**

Sec. 1. The duties of the Examining Board shall be to examine all applicants for membership to determine their qualifications for the trade. They shall examine such qualifications of members as provided in Article XIX of the IBEW Constitution. This section shall not apply to apprentices as covered elsewhere in these bylaws.

Sec. 2. The Board shall meet at least once quarterly for the examination of applicants when there are applicants to be examined. The Board shall retain all records of examinations given for at least two (2) years.

Sec. 3. A report on the results of all examinations shall be furnished to the Executive Board and the Local Union by the Examiners.

Sec. 4. Any applicant notified to appear for examination who fails to appear without satisfactory excuse shall wait three (3) months for examination.

Sec. 5. Any applicant failing examination shall wait a period of six (6) months before being examined again.



## **ARTICLE VI**

### **Business Manager**

Sec. 1. The Business Manager shall perform such duties as are stated in Article XVII of the IBEW Constitution and these bylaws. Also, the Business Manager shall perform such other duties as may be assigned by the Local Union and which are not in conflict with the IBEW Constitution and these bylaws.

Sec. 2. The Business Manager shall report to the Executive Board and the Local Union when called upon, or when he\she deems such necessary. The Executive Board and Local Union officers shall cooperate with the Business Manager in the performance of the duties of the office and shall not work in conflict with the Business Manager.

Sec. 3. The Business Manager shall appoint any and all other representatives or assistants, including Stewards. They shall work directly under his supervision and be subject to his authority in accord with Article XVII of the IBEW Constitution.

Sec. 4. The Business Manager shall maintain a current record of employed and unemployed members. A member who becomes unemployed shall report to the Business Manager's office and sign the unemployed register. When such member obtains employment, his/her name shall be stricken from the register. This unemployment register, showing the date of out-of-work member register shall be available for inspection by any member at the office of the Local Union.

## **ARTICLE VII**

### **Salaries**

Sec. 1. Salaries shall be:

President	\$50.00 per month
Recording Secretary	50.00 per month
Treasurer	50.00 per month
Business Manager- Financial Secretary	a weekly salary equal to 50 hours times 125 percent of the straight-time hourly rate for General Foreman, 40 hours straight time and 10 hours at time and a half with benefits.
Assistant Business Manager	a weekly salary equal to 50 hours times 115 percent of the straight-time hourly rate for Foreman, 40 hours straight time and 10 hours at time and a half with benefits.

Sec. 2. Should any two (2) offices be combined, then the officer shall receive the salary of only one (1) office, whichever is the higher.

Sec. 3. All disbursements for authorized expenditures made in behalf of the Local Union shall be supported by receipts, vouchers, or other reasonable proof of claim.

Sec. 4. The Business Manager and Assistant Business Manager(s) shall be allowed two (2) weeks' vacation with pay each year. Vacation time shall not accumulate and carry over from year to year. Vacation time shall begin on the date of employment.

Sec. 5. Local Union officers and members designated as Stewards, shall be reimbursed for all authorized lost time and expenditures in behalf of the Local Union, in accordance with Article VII, Section 3 of these bylaws.

Sec. 6. The Business Manager and the Assistant Business Manager shall receive any monetary fringe benefits as provided for in the Inside Construction Agreement.

## **ARTICLE VIII**

### **Committees and Delegates**

Sec. 1. Committees and delegates shall be appointed in accordance with Article XVII of the IBEW Constitution.

Sec. 2. The delegates and alternates to the International Convention shall be nominated and elected in accordance with the nomination and secret ballot election procedure as set forth in these bylaws and Article II, Section 10 of the IBEW Constitution.

Sec. 3. The Business Manager and President shall, by virtue of their offices, serve as delegates to the International Convention.

Sec. 4. (a) There shall be an apprenticeship committee of four (4) members appointed by the President of the Local Union. This committee, together with four (4) members representing the employer, in conformity with the National Apprenticeship and Training Standards for the Electrical Industry, shall make local rules and requirements governing the qualifications, education, and training of all apprentices.

(b) The term of the members of the apprenticeship committee shall be for four (4) years. However, when the committee is first established, one (1) member shall be appointed for a term of two (2) years and one (1) member shall be appointed for a term of four (4) years. Thereafter in January of each year, the President shall appoint a new member to the committee. A committee member may succeed himself.

## **ARTICLE IX**

### **Stewards**

Sec. 1. Stewards shall be appointed where needed by the Business Manager. They shall work under the direction of the Business Manager and be subject to his/her authority. The Business Manager may remove any Steward, as such, at any time.

Sec. 2. Duties of Stewards shall be:

(a) To have a copy of the IBEW Constitution, these bylaws and the working agreement with them at all times.

(b) To see that Union membership is encouraged and all workers at their respective shop or jobs have paid-up dues receipts or valid working cards of the Local Union.

(c) To report any encroachment upon the jurisdiction of the Local Union.

(d) To report to the Business Manager any violation of the bylaws or agreements.

(e) To perform such other duties as may be assigned to them by the Business Manager.

Sec. 3. Stewards shall in no case cause a stoppage of work. In case of any trouble on a job or at a shop, Stewards shall immediately notify the Business Manager.

**ARTICLE X**  
**Assessments - Admission Fees - Dues**

Sec. 1. All assessments imposed in accordance with the IBEW Constitution and these bylaws must be paid within the time required to protect the member's continuous good standing and benefits.

Members of other IBEW Local Unions employed in the jurisdiction of this Local Union shall pay applicable working dues as provided in these bylaws.

Members shall not be required to pay assessments for welfare benefits in which they cannot participate.

Sec. 2. No money shall be collected from anyone working within the jurisdiction of this Local Union other than to apply on admission fees, dues and assessments established in accordance with the IBEW Constitution and these bylaws.

Sec. 3. The admission fees shall be:

(a) **"A" or "BA" Membership**

All classifications	None
---------------------	------

(b) Each applicant for "A" membership shall pay an additional \$2.00.

(c) Approval of these admission fees is given by the International President with the understanding that if conditions in the jurisdiction of the Local Union do not justify such fees, then the International President will be free to change the amounts.

Sec. 4. All applications must be accompanied by ten percent (10%) or more of the admission fee. Full payment (satisfactory arrangements may be made with the Executive Board) and admission must be completed within ninety (90) days of making application, in accordance with Article XX of the IBEW Constitution.

Sec. 5. Upon becoming a Journeyman, an Apprentice shall pay any difference in admission fee between Journeyman and Apprentice prevailing at the time he became an apprentice.

Sec. 6. Dues are payable monthly in advance.

Sec. 7. The monthly dues shall be:

(a) <b>"A" Members</b>	<b>Basic Dues</b>	<b>Working Dues</b>
Journeyman:		
Intermediate Journeyman	\$1.00 plus	3% of gross earnings



Wireman	1.00	plus	3% of gross earnings
Neon Tube Bender and/ or Pumper	1.00	plus	2% of gross earnings
Sign Electrician and/ or Erector	1.00	plus	2% of gross earnings
Cable Splicer	1.00	plus	2% of gross earnings
Instrument Technician	1.00	plus	2% of gross earnings
Refrigeration Service Man	1.00	plus	2% of gross earnings
Apprentices:			
All classifications	1.00	plus	2 ½ % of gross earnings
Electrical Engineer	1.00		None
Electrical Inspector	1.00		None

### **"A" and "BA" Members**

Utility:			
All classifications but not less than \$8.00.	An amount equal to one (1) hour's pay		
All other classifications	5.00		None

(b) Applicable International per capita and all assessments to be paid in addition to the above dues.

(c) Unemployed members and members working outside the jurisdiction of Local 479 shall pay basic dues only plus the International payments provided for in (a) above.

(d) Basic dues and International payments are payable monthly in advance.

(e) Working dues for the preceding month are due and payable not later than the regular meeting night of the month following the period worked.

(f) All members working on Building and Construction Trades jobs and Outside Construction work as employees of Contractors shall maintain type "A" membership.

## **ARTICLE XI**

### **Funds**

Sec. 1. The funds of this Local Union are for the legitimate expenses required in its conduct and maintenance and shall not be diverted therefrom. Disbursements shall be made in accordance with Article XVIII of the IBEW Constitution and these bylaws.

Sec. 2. No money shall be loaned from the funds of this Local Union for any purpose, unless approved by the International President of the IBEW.

Sec. 3. The President shall appoint an auditing committee of three (3) members (or the President or the Executive Board, as the Local Union decides, shall employ a public accountant) to audit the books and accounts of the Local Union every three (3) months. A report of the audit must be made to the membership. The President shall inspect the bank books of the Treasurer to see that Local Union moneys turned over to the Treasurer have been properly and promptly deposited in the Local Union's name. The fiscal year shall be the twelve-month period ending December 31.

Sec. 4. The funds of this Local Union shall be placed in three (3) separate fund accounts as follows:

**(1) General Fund Account**

**(2) Death Benefit Fund Account**

**(3) Beaumont Electrical Building Corporation Fund Account**

Sec. 5. Under no circumstances shall any money be transferred from the General Fund to any other fund of the Local Union without approval of the International President.

## **ARTICLE XII**

### **Death Benefit Fund Account**

Sec. 1. There is hereby established in Local Union 479 a Death Benefit Fund Account for the purpose of providing death benefits as hereinafter stated in this section.

Sec. 2. (a) Each participating member shall pay a fee of \$6.00 to establish the Death Benefit Fund.

(b) Any member who does not desire to participate in the Death Benefit Fund may withdraw from participating by signing a notarized statement to that effect. After a member withdraws from participation, he/she may not again participate in the Death Benefit Fund.

Sec. 3. The funds derived from this assessment shall be paid to the beneficiary or beneficiaries of the deceased to whom our International Office pays death benefits, or unless otherwise instructed in writing. Upon the death of a member, an amount of one-half the total participating membership at \$3.00 per member shall be paid immediately upon proof of death, and the balance due such beneficiary shall be paid when the assessment has been collected by the Local Union. These payments shall be administered by the President, Treasurer and Financial Secretary.

Sec. 4. Upon the death of any member in good standing, a death assessment of \$3.00 shall be levied against each participating member of the Local Union, and said assessment shall be deposited into the Death Benefit Fund Account by the Financial Secretary.

Sec. 5. Any member who deposits his/her card in the International Office or puts his/her traveling card in any other Local Union shall be eligible to receive death benefits by continuing to pay the regular Local Union death benefit fund assessments. This office must be notified in writing at the time he/she takes out a withdrawal or traveling card whether or not he/she wishes to continue to participate in the Death Benefit Fund and by keeping the Financial Secretary informed as to his/her correct address.

Sec. 6. Under no circumstances shall any money from the General Fund be used to supplement the Death Benefit Fund without approval of the International President.

Sec. 7. (a) Death Benefit Fund assessment payments shall be due and payable not later than thirty (30) days after the post-marked date of such notice of assessment payment due has been mailed to the membership.

(b) Any members defaulting in such payment by the end of the thirty (30) day period shall be notified by registered mail/ return receipt requested. The member shall have fifteen (15) days after delivery of the registered letter to pay the death assessment plus the postage and other charges on the registered letter, after which he/she shall forfeit all claims to any benefits under this death benefit claim.

Sec. 8. Any member who has never participated in the Death Benefit Fund or any member who has dropped from the Death Benefit Fund shall be given an opportunity to join within ninety (90) days after International approval.

Sec. 9. This fund is not maintained under a written trust.

**ARTICLE XIII**  
**Beaumont Electrical Building Association**

Sec. 1. There shall at all times be six (6) Trustees to this Trust Indenture who shall act as the Board of Directors of the Beaumont Electrical Building Corporation.

Sec. 2. The President, Vice President, Recording Secretary, Treasurer, Business Manager-Financial Secretary and Chairman of the Executive Board of Local Union 479 or their successors in office shall, at all times, be the Trustees of this Trust Indenture. They shall have the capacity of President as President, Vice President as Vice President, Recording Secretary as Secretary, Treasurer as Treasurer, and Business Manager-Financial Secretary as Administrator.

Sec. 3. Upon the death, removal, resignation, or expiration of term of office of any officer of Local Union 479 while acting as a Trustee, then said officer shall be removed as a Trustee, and his successor in office of Local Union 479, whether appointed or elected, shall serve as the successor Trustee.

Sec. 4. Before any instructions can be given to purchase, alter, or dispose of property, real or otherwise, in the name of the corporation, all members must be notified in writing of such change to be made, and a meeting called by the President for the purpose of voting on such matters. It shall require a majority vote of the members present and voting to decide any action to be taken, then shall have approval of the International President before action can be taken.

Sec. 5. The annual meeting of the stockholders shall be held in the month of September of each year at a date and time to be determined at the quarterly Board of Directors meeting in July of the same year.

Sec. 6. The Board of Directors shall meet quarterly in the months of January, April, July, and October of each year.



**ARTICLE XIV**  
**Admission of Members**

Sec. 1. Qualification and admission of members shall be in accordance with Articles XIX and XX of the IBEW Constitution.

Sec. 2. Apprentices may be accepted into membership at any time; however, after having worked one (1) year under the supervision or jurisdiction of this Local Union, they shall be admitted to membership in accordance with Article XV of the IBEW Constitution.

Sec. 3. (a) Instruction of apprentices shall be under the supervision of the apprenticeship committee, and apprentices shall attend such classes as directed by the committee.

(b) The above provision shall not apply to apprentices where the Local is a party to a Joint Apprenticeship and Training Committee (JATC) when provided for in an agreement with the employer. The decision(s) of such joint committee shall be accepted by the Local Union.

(c) An apprentice having been certified by the JATC as having successfully completed the prescribed apprenticeship program shall be immediately classified as a journeyman without further examination by the Local Union.

Sec. 4. All applications for membership shall be read at a regular meeting of the Local Union and referred to an investigating committee for a report. The committee shall report at the next regular meeting of the Local Union after which the applicant or applicants shall be balloted on.

Sec. 5. (a) Each applicant shall be required to satisfactorily pass an examination with a grade of 70 percent or more, covering his classification of membership.

(b) Members desiring to change their membership from one classification to another shall be required to satisfactorily pass an examination before the Examining Board for the classification to which they desire to transfer.

Sec. 6. All apprentices who have been members for one (1) month shall have a voice and vote at Local Union meetings and election of officers.

## **ARTICLE XV**

### **Units**

Sec. 1. Unit officers shall be members of their respective Units. Each Unit shall have the following officers: Chairman, Vice Chairman, Recorder, and an Executive Committee consisting of the Chairman and four (4) elective members.

Sec. 2. Unit officers shall be nominated at the regular meeting of each Unit in May and elected in June of the year the Local Union elects officers. Only members of each such Unit in good standing are eligible to nominate and vote for the Unit's officers.

Sec. 3. No member shall be a candidate for more than one (1) Unit office. If nominated for more than one (1) office, the member shall immediately declare for which office he/she will be a candidate. No member shall be nominated for Unit office unless they are present or signify their willingness in writing to be a candidate.

Sec. 4. A member must have at least six (6) months' continuous standing in the their Unit immediately prior to nomination to be eligible for office in their Unit, provided the Unit has been in existence for six (6) months or more.

Sec. 5. One (1) Judge and as many Tellers as are required shall be appointed by the Unit Chairman to conduct the election. Any candidate may be present or have an IBEW member as an observer present during the voting and at the counting of the ballots.

Sec. 6. Voting shall be by secret ballot. The candidate receiving the highest number of votes for each Unit office shall be declared elected.

Sec. 7. (a) Regular meetings of Units shall be held once monthly as decided by members of each Unit and approved by the Local Union Executive Board.

(b) However, no Unit shall hold any regular or special meeting on the night of any regular or special meeting of the Local Union.

(c) Special meetings of a Unit may be called only by the Business Manager or Executive Board of the Local Union, or by the Executive Committee of the Unit involved. The officer or Executive Committee calling the special meeting shall see that the members of the particular Unit and the Business Manager are notified. No business shall be transacted at any special meeting except that for which it is called.

Sec. 8. The duties of Unit officers within the Unit shall be as follows:

**Chairman:** The duties shall be similar to those of the Local Union's President but shall in no way conflict.

**Vice Chairman:** The duties shall be similar to those of the Local Union's Vice President but shall in no way conflict.

**Recorder:** The duties shall be similar to those of the Local Union's Recording Secretary but shall in no way conflict. The Recorder shall supply a copy of the Minutes of Unit meetings to the Business Manager and to the Recording Secretary of the Local Union as soon as possible after each such meeting.

**Executive Committee:** The duties shall be similar to those of the Local Union's Executive Board but shall deal only with affairs of the particular Unit, and shall be subordinate to the Local Union's Executive Board. However, the Executive Committee has no authority to act as a Trial Board in lieu of the Local Union Executive Board. The Unit Chairman shall preside over this Committee and it shall meet regularly at such time as it may decide and shall select one (1) of its members as Secretary. (The Business Manager shall be notified and may attend all meetings of this Committee with voice but no vote.) Immediately after each meeting of the Committee, a copy of its Minutes shall be furnished the Business Manager and the Recording Secretary of the Local Union.

Sec. 9. All Units and Unit officers shall be under the supervision of the Local Union and its Executive Board. Failure of Unit officers to perform their duties and the suspension or removal of any Unit officer and the filling of any vacancies shall be handled by the Local Union Executive Board.

Sec. 10. The eligibility of any member to attend meetings or hold office in the Local Union shall not be affected in any way by participation in the affairs of a Unit.

Attendance at Unit meetings shall be considered attendance at Local Union meetings.

Sec. 11. The following Units are hereby established in the jurisdiction of Local Union 479:

479.1 Lufkin, Texas

479.2 Houston County Electric Cooperative, Inc.

## **ARTICLE XVI**

### **General Laws**

Sec. 1. The Executive Board shall act as the Trial Board to hear charges and try members (except officers and representatives of a Local Union, Railroad Council, or System Council) for violation of the IBEW Constitution, these bylaws, or an approved working agreement. All charges against a member must be in writing and signed, specifying the provision(s) of the Constitution, bylaws, or working agreement allegedly violated. A brief factual written statement of the act(s) considered to be in violation, including relevant dates, places and names, should be given by the charging party. A copy of the charges must be furnished to the accused by the Recording Secretary with notice of when to appear before the Trial Board.

Sec. 2. A charged member may, upon request, have an IBEW member in good standing as Counsel. However, no lawyer, as such may serve as Counsel in a hearing of the Trial Board. No person not a member of the IBEW may be present at such hearing, except as a witness.

If the accused willfully fails to stand trial or attempts to evade trial after having been notified in writing to appear, the Trial Board shall hear and determine the case just as though the accused were present. When a member files charges against another member and fails to appear before the Trial Board to prosecute the case, unless reasonable excuse is given, he shall be subject to discipline by the Trial Board.

Sec. 3. A majority vote of the Trial Board shall be sufficient for a decision, which is to be in writing. The Trial Board report of its findings and sentence, if any, shall be reported to the next regular meeting of the Local Union. The action of the Trial Board shall be considered the action of the Local Union, and the report of the Board shall conclude the case.

Sec. 4. Each member shall keep the Financial Secretary informed of their correct address. The Financial Secretary, in turn, shall notify the International Secretary.

Sec. 5. The parliamentary rules of this Local Union shall be those stated in Article XV of the IBEW Constitution.

Sec. 6. The IBEW Constitution is hereby made a part of these bylaws. Where there is doubt about any section of these bylaws or where such might appear to be in conflict with the IBEW Constitution, then the IBEW Constitution shall control and must be followed.

Sec. 7. Words in these bylaws in the masculine gender shall include the feminine.

Sec. 8. Members shall be supplied with copies of the IBEW Constitution, these bylaws, and the working agreement upon request to the Local Union.

Sec. 9. The handling of jobs for unemployed members shall be under the full supervision and direction of the Business Manager. The Business Manager shall devise such means as are considered practical and fair in the distribution of available jobs to qualified members. Members shall not violate such established rules or plans.

Sec. 10. (a) The Local Union may spend an appropriate sum for a floral tribute upon the death of a member or a member of his/her immediate family.

(b) All members on retirement and those going on retirement shall be given a Bible and an appropriate IBEW service pin for their long and faithful service to the Brotherhood. Should an active member decease, the Bible and pin would be presented to the member's spouse or family.



## **ARTICLE XVII**

### **Amendments**

Sec. 1. These bylaws shall become effective upon approval by the International President.

Sec. 2. (a) These bylaws may be amended or changed by any such proposal being submitted in writing and read at two (2) regular meetings of the Local Union, and decided at the second meeting by a majority vote of the members present and voting.

(b) However, assessments, admission fees or dues shall be changed only by a majority vote by secret ballot of the members in good standing voting at a regular or special membership meeting.

Changes shall be introduced at one Local Union meeting and acted upon at a second Local Union meeting. The proposal cannot be acted on at the time it was proposed. A written notice specifically stating the proposed assessments or changes in admission fees or dues shall be mailed to each member in good standing at the member's last-known home address at least twenty (20) days prior to the Local Union meeting at which the membership is to vote on the question.

Sec. 3. No assessments, amendments or changes shall become effective until approved by the International President, in accordance with the IBEW Constitution.

**LOCAL UNION 479  
RECORD OF AMENDMENTS**

District: Seventh

Location: Beaumont, Texas

Bylaws Retyped in Entirety: January 8, 1990

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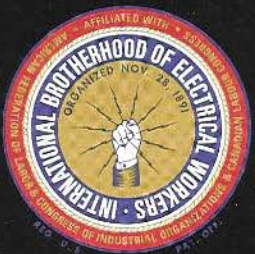
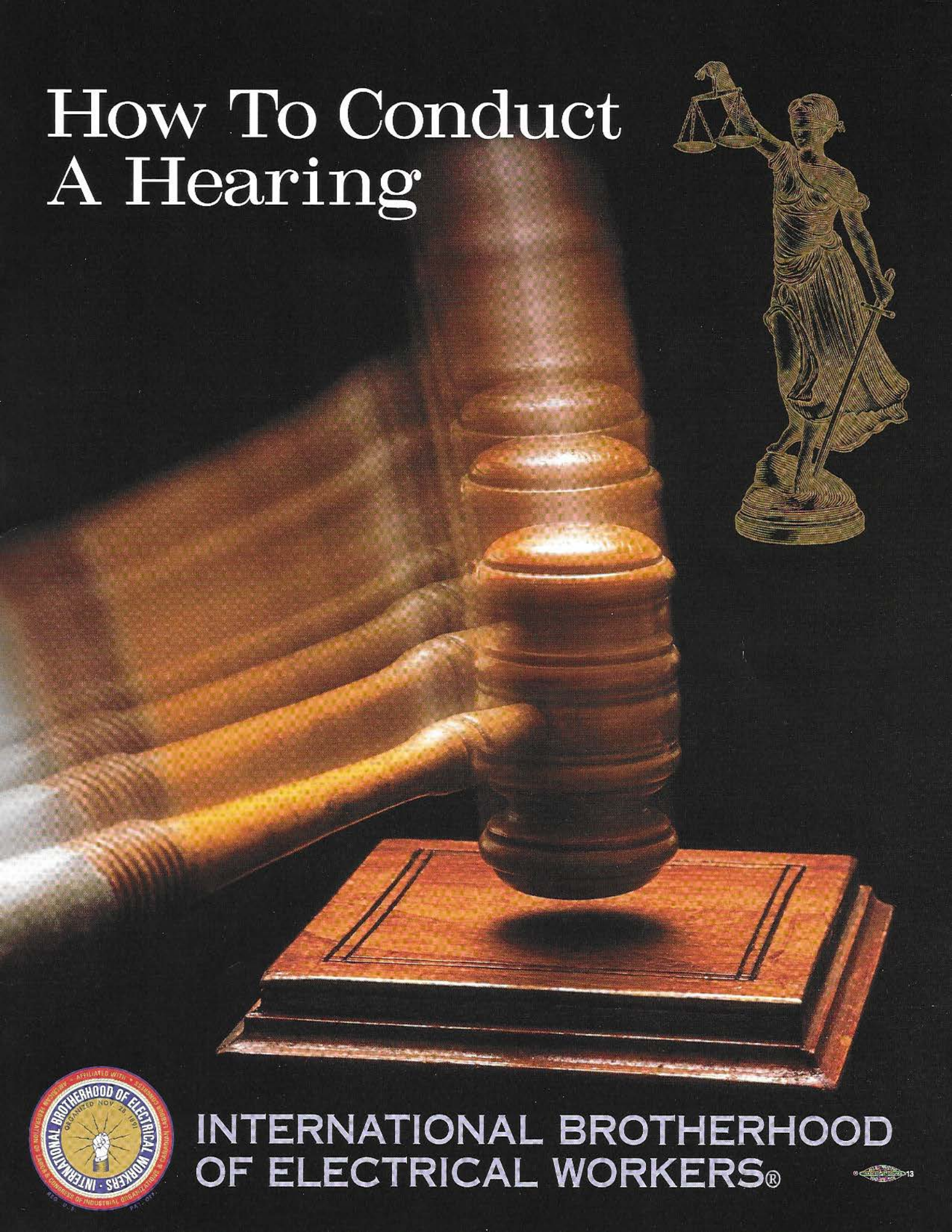
DATE	ARTICLES AND SECTIONS AMENDED
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9/17/92	Art. XIV, Sec. 6 revised. Updated referenced articles to comply with Constitution.
7/8/93	Art. X, Sec. 7 (a) 1/ revised.
9/26/95	Art. I, Sec. 1(c) added.
3/27/97	Art. X, Sec. 7(a) revised.
4/28/97	Art. X, Sec. 7(a) revised.
3/6/98	Art. III revised.
7/30/99	Art. X, Sec.'s 3(a) and 7(a) revised.
3/7/07	Art. X, Sec. 7(a) amended. Updated Constitutional Articles.
6/21/10	Art. VII, Sec. 1 amended.
1/18/11	Art. VII, Sec. 1 amended.
1/10/13	Art. III, Sec. 4(a) amended.
2/27/14	Art. VII, Sec. 4 amended.
3/23/15	Art. XIII, Sec. 5 & 6 amended.
3/26/15	Art. X, Sec. 7(a) corrected.
11/25/15	Art. VIII, Sec. 4(a) and 4(b) amended.
10/19/17	Art. VII, Sec. 1 amended.
3/13/19	Art. X, Sec. 3(a) amended.



# How To Conduct A Hearing



INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS®



# PREFACE



This guide has been prepared in recognition of the difficulties inherent in present-day fact-finding processes and the responsibility that must be borne by the Trial Board of the Local Union. It is aimed at assisting the hearing officials to promote more effective trial board procedures.

It is to be distinctly understood that the matters contained in this guide are intended to be explanatory and informative. They are in no way meant to add to, or detract from, the provisions of the Constitution, which may apply in any given situation. Nor are they to be considered as suggesting a stereotype form for all situations. Ordinary common sense and a practical approach by trial bodies, and members who may appear before them, are called for at all times.

Study and planning, in preparation for the trial, are very important aspects of successfully conducting a hearing and coping with the problems that may arise. I believe diligent preparation before the trial will help ensure that a fair decision is reached.

A handwritten signature in dark ink, appearing to read 'Ed Hill'.

Edwin D. Hill  
*International President*

# HOW TO CONDUCT A HEARING

**A SUGGESTED GUIDE FOR  
HEARING OFFICIALS IN THE CONDUCT OF  
LOCAL UNION HEARINGS**



**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS®  
AFL-CIO & CLC**



# THIS SUGGESTED GUIDE WILL HELP YOU IF YOU ARE FACED WITH CONDUCTING A HEARING

IT IS DESIGNED TO ANSWER AT LEAST SOME OF THE QUESTIONS YOU MAY HAVE IN MIND.

## IT DEALS WITH CHARGES AND TRIALS

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Charges and Trials.....	2
Charges Against Members.....	4
Trial Board Procedure.....	5
Rendering a Decision.....	9
Charges and Trials of Local Union Officers and Local Union Representatives.....	11
Suggested Patterns.....	12

**FIRST OF ALL, YOUR ATTITUDE IS MOST IMPORTANT  
CONCERN YOURSELF ABOUT THE STEPS TO TAKE IN  
PREPARATION FOR THE HEARING  
MAINTAIN AN IMPARTIAL ATTITUDE  
YOU ARE TO GET ALL THE FACTS**

**THIS GUIDE IS FOR THE USE OF THE LOCAL UNION TRIAL BOARD  
AND IS TO REMAIN THE PROPERTY OF THE LOCAL UNION**

# THE CONSTITUTION AND THE LAW

A union's Constitution establishes the rights, privileges, duties and obligations of the members between themselves and between the members and their Local Unions and the International Union. Said rights, privileges and duties, which members voluntarily establish, are for their reciprocal interests by which they bind themselves and are to be governed.

Our IBEW Constitution recognizes that, to maintain order and responsibility among the members, it is necessary to provide a means for charges, trials and appeals. The Local Union Executive Board serves as the Trial Board when charges are filed against members who are not officers or representatives of a Local Union, a Railroad Council or a System Council. It acts as an impartial body to hear and decide charges.

Each member of the IBEW shall have the right to fair treatment, and in this regard our Constitution, in order to protect the Local Union and the members, provides for certain prescribed steps that must be taken when charges are filed and hearings held.

In connection with disciplinary proceedings, the union's procedure must afford the accused member substantial justice and the requirements of a fair trial. Such a trial requires (1) a specific regarding of the charges against him, (2) the right to adequate notice\* of the charges and date of hearing, (3) the right to confront and cross-examine any accusers and their witnesses, (4) the right to produce evidence through his own witnesses, (5) an opportunity to be heard in his own defense, and (6) the right to be present throughout the entire trial board hearing.

Therefore, in applying the rules and procedures relating to union discipline, the essential requirements of due process of law (*notice, specific charges, and a full and fair hearing and judgment based upon the evidence*) shall be observed without requiring the technical formalities followed in the courts.

Realizing that these requirements of fairness and due process of law will be administered by laymen, it is suggested that all Local Unions use the procedural guides contained in this booklet, which are designed to provide justice to the individual member and the organization.

\* Although it is not required under the Constitution, where notice is given to a member charged, notice should be given by registered or certified mail. If the addressee refuses to accept the registered or certified letter, and it is returned to the Local Union, a second copy of the notice should be sent to the member or officer either by regular mail or by personal delivery. If the second notice is sent by regular mail, the Post Office will provide (for the cost of a first-class stamp) an official statement that the letter was deposited with the U.S. Postal Service. (If a second notice is required, make sure that the time between the second delivery and the hearing date is long enough to be considered "adequate.")



# CHARGES AND TRIALS

## COMPLAINTS – INFRACTIONS OF RULES

1. The Local Union Executive Board may notify members (*not a Local Union officer or representative, or a representative or officer of a Railroad Council or a System Council*) to appear before it to answer for any infraction of the rules of the Local Union.

The above procedure may be used in connection with minor infractions or complaints. It is not to be used when the Executive Board is sitting as a Trial Board and taking action on formal charges.

2. The purpose of bringing a member before the Executive Board on a minor complaint is to advise him of the working rules of the Local Union, the Local Union Bylaws and the IBEW Constitution, to determine whether those rules were violated and to advise him that continued violation of any of the above-mentioned rules could result in formal charges being preferred against him for alleged violations.
3. No member of the Executive Board shall file charges against a member when the information obtained is based on Items 1 and 2 of this section.

## LOCAL UNION OFFICERS AND REPRESENTATIVES

Charges against officers and representatives must be filed directly with the International Vice President (*Article XXV, Section 8*). For definition of Local Union officers and representatives, see Article XVI, Sections 1 and 2.

## EMPLOYER

If an Employer is a member of the IBEW and is also recognized by the Local Union as an Employer, charges should never be filed against the Employer for any violation of the collective bargaining agreement. Instead, a grievance must be filed in accordance with the provisions contained in the collective bargaining agreement signed by the Employer and the Local Union.

## FOREMAN—SUPERINTENDENT—GENERAL SUPERINTENDENT

It is possible for a member acting as a Foreman, Superintendent or General Superintendent to take some action that may be construed as a violation of the labor agreement on behalf of the employer. In this situation, the member is considered an agent of the Employer; and the member's actions should be challenged under the grievance procedure in the collective bargaining agreement. The member should not be charged with violating the Constitution by taking such action.

## **MEMBERS ON IBEW PENSION**

**NOTE: Local Union Trial Boards are not to try Members on IBEW Pension.**

Article XI, Section 6(d) of the IBEW Constitution provides that a member admitted to pension benefits shall not be permitted to perform any work of any kind coming under the IBEW's jurisdiction either for compensation or gratis for anyone.

This section further provides that *"He shall observe his obligation of membership and show due obedience to IBEW laws and the bylaws of its L.U's."*

Article XI, Section 8, provides that the International Executive Council shall investigate charges against a pensioned member, and also against any member aiding or abetting said member in violating the provisions set forth in Article XI.

In view of the broad language of Article XI, *any charges relative to such members as set forth above must be filed with the International Secretary-Treasurer for transmittal to the International Executive Council.* The International Executive Council, or its delegated representative, will investigate the matter and render a decision after the member has been served with written specific charges and has received a full and fair hearing.

## **MEMBERS ON WITHDRAWAL CARDS – PARTICIPATING AND HONORARY**

Charges against a member on a withdrawal card must be filed in accordance with Article XXIV, Section 5, of the IBEW Constitution, which provides that a member on a withdrawal card may be subject to charges, trial and appropriate penalty in accordance with provisions of this Constitution.

While the above-mentioned Article and Section clearly grants the International President the authority to annul a withdrawal card, such action is taken only in the most extreme circumstances. In almost all cases, the Local Unions are instructed to process charges against members on withdrawal. The decision of the Trial Board in such cases can be appealed to the International Vice President, in accordance with the appeal procedure contained in the IBEW Constitution.



## CHARGES AGAINST MEMBERS

1. The Constitution, Article XVII, Section 12, states the Local Union Executive Board shall act as the Trial Board on charges filed against a member in the IBEW for alleged violation of the laws or rules of the Brotherhood or the Local Union (*Article XXV, Section 2*). The Trial Board cannot process charges against an officer or representative of a Local Union or a Railroad Council or a System Council.
2. Our Constitution requires that all charges must be signed by the charging party and presented in writing specifying the section or sections of the Constitution, bylaws, rules or working agreement allegedly violated. *The charges shall give a factual statement of the act or acts considered to be in violation, including all relevant and approximate dates and places.*
3. All charges must be submitted to the Recording Secretary of the Local Union in whose jurisdiction the alleged act or acts took place **within 60 days** of the time the charging party first became aware of, or reasonably should have been aware of, the alleged act or acts. Only a member in good standing can file charges.
4. The Executive Board **cannot** file charges against a member inasmuch as the Executive Board will be serving as the Trial Board. If a member or members of the Executive Board files charges, they are automatically disqualified from serving on the Trial Board that hears and decides those charges (*Article XVII, Section 11*).
5. The charges must be read but not discussed at the next regular meeting of the Local Union following the filing of the charges. The Recording Secretary must immediately thereafter notify the accused members by registered or certified mail enclosing a copy of the charges and stating the time, place and date the accused is to appear for trial (*Article XXV, Section 4*).
6. Members charged with offenses shall be tried by the Trial Board of the Local Union in whose jurisdiction the offense allegedly was committed. A copy of the charges may be sent to the member's "home" local union, if other than where the alleged act was committed and the trial was held.
7. The time and place and date for trial must give the member charged a reasonable opportunity to prepare his defense. If the accused requests a reasonable delay to prepare a defense, it should be granted (*Article XXV, Section 5*).
8. The responsible officer should be guided by and conduct hearings in accordance with Article XVII, Sections 10, 11, 12 and 13, and Article XXV, Sections 2, 3, 4, 5 and 7, of the Constitution. See "Suggested Patterns" for the preparation of the charge and for notice to member charged. *See pages 12-16.*



# TRIAL BOARD PROCEDURE

1. Make sure the Trial Board is properly constituted in accordance with Article XVII, Section 11, of the IBEW Constitution. A quorum is necessary to proceed with a trial. A quorum of the Board shall consist of the majority of its members (*Article XVII, Section 10*).

2. Should any member or members of the Executive Board be disqualified, a substitute or substitutes shall be appointed as provided in Article XVII, Section 11, of the Constitution. We recommend that Trial Board members be disqualified if any reasonable issue is raised concerning their impartiality or eligibility to serve.

Executive Board members preferring charges or directly interested or involved in any case before the Board **must** excuse themselves as Trial Board members (*Article XVII, Section 11*). Any conflict over the eligibility of a member to serve should be resolved by the other Board members.

3. While full participation by all Board members is not necessary — when, for example, Board members do not attend — any Board member or members who may be disqualified should be replaced. Once the President has made the appointment of a substitute, and should one or more members fail to appear, the Trial Board could still proceed if a quorum of those qualified to serve is present.

4. The IBEW Constitution requires that the Trial Board shall proceed with the case **not later than 45 days** from the date the charges were filed. It has been ruled, and is the policy of the International Office, that the 45-day time period commences the date the Recording Secretary reads the charges at the Local Union meeting.

There may be situations where, because of unusual circumstances, the case may not be appropriately processed or decided within the above period. In such cases as this, the Board has the discretion to postpone proceedings until such time as the peculiar circumstances of the case permit.

5. If the accused willfully fails to appear for trial, although properly notified, or attempts to evade trial, the Trial Board shall hear and determine the case just as though the accused were present (*Article XXV, Section 7*). If the complainant willfully fails to appear at the time set for the trial, the Board should dismiss the charges.

6. The testimony presented at a hearing should be recorded by having a transcript or tape recording made or by having verbatim minutes or an accurate summary taken. This is important since the transcript, tape recording, minutes or summary becomes the official record of the trial and must be submitted in the event of appeal to higher authority. If neither a transcript nor a tape recording is made, an accused must be permitted to make his own recording. The minutes of the Trial Board proceedings are not considered as part of the Executive Board minutes. A file on all cases heard by the Trial Board should be maintained separately in the Local Union files. Upon request of either party, a Local Union is required to make Trial Board minutes available for

inspection at the Local Union office. The Local Union is not required to furnish a copy of the transcript, unless the party or parties are willing to pay the cost of same. A member who has been tried is privileged to examine the minutes and make notations of actual items, such as dates, constitutional references, etc.

7. The accused, upon request, must be allowed to have an active IBEW member in good standing to act as his or her counsel. The accused should be advised of his right at the time he is notified of the charges against him (*Article XXV, Section 5*). **No person who is not an active IBEW member can serve as counsel.**

8. Should the charges contain alleged violations of several provisions of the Constitution, bylaws, working agreement, etc., the Trial Board must find the member guilty or not guilty on each individual charge.

A member should not be penalized more than once for the same identical act, even though that act may be covered by the Constitution, bylaws and/or working agreement. Rather, when multiple offenses under these various documents are charged, based on the same act of the member, the Trial Board should act only under that document which seems to it to be most appropriate; that is, the Constitution, bylaws or working agreement. Also, if the act is alleged to violate multiple sections of the IBEW Constitution, the Trial Board should determine the most appropriate section to use in issuing its decision.

When multiple charges are made and the decision is "guilty," the Trial Board must state the penalty imposed for each specific charge. If the penalty imposed is suspended, such suspension must be for a stated period. The suspended portion of an assessment can only be made effective again if the member is found guilty of the same offense during the stated period.

9. The Trial Board passes on the admissibility of evidence and may control examination and cross-examination and other presentation of evidence. It should keep out irrelevant evidence in the interest of a fair and expeditious hearing, which shall be its principal concern.

10. Objections to rulings of the Trial Board will be noted in the record, but the hearing will proceed in accordance with the ruling.

11. Witnesses need not be members of the IBEW.

12. The Chairman shall call the Trial Board to order, and the trial should start as near the prescribed time as possible. The hearing should be conducted in an orderly manner.

13. The Trial Board should check to see if the charges have been drawn properly and properly served on the accused. (*See "Charges Against Members."*)



14. The Chairman should read the charges to the accused. If there is more than one charge, each charge should be read separately; and at the conclusion of the reading, the accused should be told that he can plead guilty or not guilty, that he can plead partial guilt or partial innocence. If the defendant pleads "*guilty*," the Trial Board shall review the charges, and after due consideration of the facts and mitigating circumstances (*if any*) which may affect the penalty, render a decision accordingly.

15. The charging party shall present his case first. Witnesses shall be called into the hearing room one at a time. Witnesses for the person bringing the charges should be called in first to testify.

When each witness has finished his testimony for the side that called him, he is subject to cross-examination by the other side. Likewise, when the accused calls his witnesses, they are subject to cross-examination. Witnesses should leave the hearing room when they have finished testifying.

## **Admissible Evidence or Rules of Evidence**

A. Generally speaking, relevant evidence in any form should be accepted; but the value of the testimony depends on its nature. A notarized statement would carry more weight than one not notarized; but the best testimony is that given personally during the hearing, which is subject to cross-examination by the opposing party. A Trial Board should not attempt to apply legal rules of evidence.

B. Signed and dated statements may be given consideration if the Trial Board has good cause to believe that the maker of the statement is unable to appear in person.\*

## **Rights of the Accused**

A. Throughout the proceedings, there should be a presumption of innocence in the favor of the accused. Evidence must be presented to support the charge. The accused shall have the right to present his own evidence, rebut testimony against him, present witnesses favorable to him and cross-examine adverse witnesses.

B. The object of the Trial Board should be to conduct an orderly, fact-finding hearing. If the accused insists that legal rules of procedure and evidence as used in a court of law should apply, and argues that all participants must be sworn in, it should be explained that the proceedings are not conducted in the same manner as a court of law. Oaths are not appropriate or necessary. Testimony should not be discussed outside of the hearing room, particularly by those witnesses who have already testified.

C. Before dismissing a witness, the Chairman should inquire whether the parties have any further questions relevant to the case they may desire to ask. If not, the witness may be dismissed.

D. Before concluding the hearing, the hearing officer should ensure that all parties have had a full opportunity to present their side of the case.

\*Occasionally, a document will be introduced, or a letter will be received, which states that there is an attachment or enclosure, when in fact there is no attachment or enclosure. In that situation, a note should be made in the file or in the Trial Board minutes or on the document itself that no attachment or enclosure was received.

E. Before the Trial Board shall begin its deliberations upon the evidence received and testimony given, all persons except the Trial Board members shall leave the trial room.

### **Reconsider a Case**

The Trial Board may reopen and reconsider any case or cases any time within **30 days** from the date the decision was rendered, but only when subsequent facts and circumstances justify doing so. It shall do so when directed by the International Vice President or the International President at any time (*Article XVII, Section 12*).



## RENDERING A DECISION

**After the hearing it is the Trial Board's responsibility to review the record and make a fair decision based on the evidence and the facts presented. The Trial Board decision must be in writing. The following material is intended to aid you in making a decision.**

1. In deciding a proper penalty, consideration should be given to the circumstances in the particular case. The Trial Board should exercise its discretion to make the penalty fit the offense. Consideration should be given to whether the member's acts might be excusable under all of the circumstances; if it is his first offense; if he has been a habitual violator or if his acts were done deliberately and with knowledge that the Constitution or rules were being violated.
2. If the verdict is suspension, the suspension should not be for an indefinite time. It should always be for a stated period. Suspension means the rights of the member are withheld for a definite period. When a member is suspended, the decision must state what the member cannot do; such as attend meetings or participate in Local Union affairs, hold Local Union office for a specified period of time, etc.
3. A suspended member should be permitted to protect his membership standing insofar as it applies to Local Union and International benefits such as death benefits, pension, insurance, employment rights, etc. It is particularly important that special care be exercised to avoid depriving any member of pension and insurance benefits, etc., to which he has contributed.
4. When an assessment is levied by the Trial Board, the member, if the assessment is over \$50.00, must make timely payments to the Local Union of \$40.00 per month while the member has an appeal pending before the International Vice President, International President, International Executive Council or International Convention (*Article XXV, Section 13*).

When an assessment is levied, the Trial Board should state in its decision the reasons for the amount of the assessment imposed. This statement of the Trial Board's reasoning as to the amount of the assessment is useful both in any internal appeal that may follow, and should there be subsequent litigation. In addition, if several assessments are imposed for different violations, there should be a statement of the total assessments imposed stated at the conclusion of the decision.

5. Expulsion from the Brotherhood should be avoided unless no other penalty is appropriate. Expulsion means the member ceases to be a member and all rights are permanently withdrawn.
6. The accused must be sent a written notice by either certified or registered mail to his last known address, as contained in the Local Union records, stating the Trial Board's findings and



decision with respect to each alleged violation, the penalty imposed, and its effective date. A majority vote of the Trial Board will be sufficient for a decision (*Article XXV, Section 2*).

If the addressee refuses to accept the registered or certified letter, and it is returned to the Local Union, a second copy of the notice should be sent to the member or officer either by regular mail or by personal delivery. If the second notice is sent by regular mail, the Post Office will provide (for the cost of a first-class stamp) an official statement that the letter was deposited with the U.S. Postal Service.

7. The Trial Board shall report its findings and sentence, if any, to the next regular meeting of the Local Union. Such report or action of the Board shall not be discussed or acted upon by the Local Union. The action of the Trial Board shall be considered the action of the Local Union, and the report of the Board shall conclude the case or cases except for the accused having the right of appeal to the International Vice President (*Article XXV, Section 12*).

8. If the defendant is a member of another Local Union, a copy of the decision shall be sent to the member's home local.

9. If a member is assessed or suspended (*or both*) or expelled, a copy of the Trial Board's decision must be sent to the International Secretary-Treasurer so that the records of the International Office may be complete and for the protection of the Local Union.

10. Where expulsion is imposed, and the accused appeals to the International Vice President, the dues of the accused shall be accepted and processed until a decision is rendered by the International Vice President. If the International Vice President upholds the Trial Board's action, no further dues are to be accepted (*Article XXV, Section 14*).

11. If the member appeals to a higher tribunal in the Brotherhood, and the action is reversed or modified, then the member is allowed to pay all back dues and retain his continuous good standing.

12. It is the duty and responsibility of the Local Union President to see that all decisions rendered by the Local Union Trial Board are enforced (*Article XVII, Section 1, subsec. c*).

## **CHARGES AND TRIALS OF LOCAL UNION OFFICERS AND LOCAL UNION REPRESENTATIVES**

**NOTE: LOCAL UNION TRIAL BOARDS ARE NOT TO TRY LOCAL  
UNION OFFICERS OR LOCAL UNION REPRESENTATIVES.**

1. All charges against an officer or representative\* of a Local Union must be presented in writing; signed by the charging party; specify the section or sections of the Constitution, bylaws, rules or working agreement violated; and state the act or acts considered to be in violation, including approximate relevant dates and places (*Article XXV, Section 8*). This section also applies to charges against officers of Railroad Councils or System Councils.
2. All charges must be made within **60 days** of the time the charging party first became aware, or reasonably should have been aware, of the alleged act or acts considered in violation (*Article XXV, Section 8*).
3. Charges against Local Union officers or representatives\* or officers of Railroad Councils or System Councils must be filed with the International Vice President in whose district the Local Union or System Council is located and in whose district the alleged act or acts took place, or as directed by the International President, should more than one district be involved. (*Article XXV, Section 8*).
4. If an officer or representative\* of a Local Union or System Council should commit an act considered to be a violation while working in the jurisdiction of another Local Union in another Vice Presidential District, charges should be preferred with the International Vice President in whose district the Local Union is located and where the act or acts were committed.
5. If an officer or representative\* of a Railroad Local Union or Railroad Council commits an act considered to be a violation while working in the jurisdiction of another Local Union, such as a Local in the inside branch of our industry, and the violation does not involve the duties of his office, charges should be preferred with the International Vice President in whose district the Local involved is located and where the alleged act or acts were committed.

### **Formulation of Charges**

The same procedure may be used, with some modification, as set forth in the formulation of charges against members.

\* Representative as provided in Article XVI, Sec. 2, of the IBEW® Constitution.

**SUGGESTED FOR USE WHERE THE EXECUTIVE  
BOARD HAS RECEIVED A COMPLAINT ABOUT A MEMBER**

\_\_\_\_\_  
(Date)

Dear Sister/Brother \_\_\_\_\_ (Name) \_\_\_\_\_:

The Executive Board has received a complaint concerning:

[here relate concisely the complaint made]

Kindly arrange to attend the next Executive Board meeting at \_\_\_\_\_ (Time) p.m.  
at \_\_\_\_\_ (Address) \_\_\_\_\_ on \_\_\_\_\_ (Date) \_\_\_\_\_. You are not on trial.

This complaint indicates you may have a problem, and we may be of assistance to you.

The complaint may or may not involve such infractions of our rules to the extent which justifies charges being placed against you. However, it is important that you appear at the time and place mentioned above so that this matter may not become more serious.

Faternally,

Recording Secretary  
Local Union No. \_\_\_\_\_, IBEW



**SUGGESTED PATTERN NO. 2**

**SUGGESTED FOR MEMBER FILING  
THE ALLEGED CHARGE OR CHARGES**

\_\_\_\_\_  
(Date)

Recording Secretary  
Local Union No. \_\_\_\_\_, IBEW  
\_\_\_\_\_  
(Street Address)  
\_\_\_\_\_  
(City, State, Zip)

Dear Sister/Brother \_\_\_\_\_ (Name) \_\_\_\_\_;

I, \_\_\_\_\_, Card No. \_\_\_\_\_, a member of Local Union No. \_\_\_\_\_, IBEW, hereby prefer charges against Brother \_\_\_\_\_, Card No. \_\_\_\_\_, a member of Local Union No. \_\_\_\_\_, IBEW, whose last known mailing address is \_\_\_\_\_, for violation of the following:

CONSTITUTION .....Article \_\_\_\_\_, Section \_\_\_\_\_, Subsection \_\_\_\_\_  
BYLAWS .....Article \_\_\_\_\_, Section \_\_\_\_\_, Subsection \_\_\_\_\_  
WORKING  
AGREEMENT .....Article \_\_\_\_\_, Section \_\_\_\_\_, Subsection \_\_\_\_\_

The violation occurred on \_\_\_\_\_ (Date or approximate Date) at approximately  
(Time) \_\_\_\_\_ (a.m.)(p.m.) at \_\_\_\_\_ (Location or approximate Location) \_\_\_\_\_.

The violation occurred as follows: (Explain briefly – see page 4, paragraph No. 2).

Fraternally yours,

\_\_\_\_\_  
Member

**SUGGESTED NOTICE OF CHARGES TO MEMBER**

\_\_\_\_\_  
(Date)

Dear Sister/Brother \_\_\_\_\_ (Name) \_\_\_\_\_:

You are hereby notified to appear before the Trial Board of Local Union No. \_\_\_\_\_, IBEW, meeting at \_\_\_\_\_ (Street) \_\_\_\_\_, \_\_\_\_\_ (City) \_\_\_\_\_, \_\_\_\_\_ (State) \_\_\_\_\_, on \_\_\_\_\_ (Day) \_\_\_\_\_, \_\_\_\_\_ (Date) \_\_\_\_\_, at \_\_\_\_\_ (Hour) \_\_\_\_\_ (p.m.), to answer charges filed against you by Brother \_\_\_\_\_, Card No. \_\_\_\_\_, for an alleged violation of Article \_\_\_\_\_, Section \_\_\_\_\_, subsection \_\_\_\_\_, of the Local Union Bylaws, applicable Agreement or International Constitution, as the case may be.

Enclosed is a copy of the original charge filed against you. You may bring witnesses to give evidence on your behalf. You will be afforded the opportunity at the hearing to present any relevant evidence and to cross-examine any witnesses of the charging party. You may, if you desire, have an active *IBEW member* in good standing act as your counsel.

Fraternally yours,

\_\_\_\_\_, Rec. Sec.  
Local Union No. \_\_\_\_\_, IBEW

CERTIFIED MAIL No. \_\_\_\_\_  
RETURN RECEIPT REQUESTED



**SUGGESTED FOR USE BY TRIAL BOARD WHEN IT GIVES  
NOTIFICATION OF ITS DECISION ON CHARGES**

\_\_\_\_\_(Date)\_\_\_\_\_

Dear Sister/Brother \_\_\_\_\_(Name)\_\_\_\_\_:

Please be advised the Executive Board, sitting as a Trial Board of Local Union No. \_\_\_\_\_, IBEW, on \_\_\_\_\_(Date)\_\_\_\_\_, 2\_\_\_\_\_, after due consideration of the evidence produced, has acted upon the charges filed against you by Sister/Brother \_\_\_\_\_. The charges alleged you violated:

CONSTITUTION.....Article\_\_\_\_\_, Section \_\_\_\_\_, subsection \_\_\_\_\_  
BYLAWS .....Article\_\_\_\_\_, Section \_\_\_\_\_, subsection \_\_\_\_\_  
WORKING  
AGREEMENT .....Article\_\_\_\_\_, Section \_\_\_\_\_, subsection \_\_\_\_\_

The decision of the Trial Board is as follows:

CONSTITUTION.....Article\_\_\_\_\_, Section \_\_\_\_\_, subsection \_\_\_\_\_  
(Guilty or not guilty.) If guilty, a specific penalty.

BYLAWS .....Article\_\_\_\_\_, Section \_\_\_\_\_, subsection \_\_\_\_\_  
(Guilty or not guilty.) If guilty, a specific penalty.

WORKING  
AGREEMENT .....Article\_\_\_\_\_, Section \_\_\_\_\_, subsection \_\_\_\_\_  
(Guilty or not guilty.) If guilty, a specific penalty.

The Trial Board of Local Union \_\_\_\_\_ refers you to Article XXV, Section 12, of the IBEW Constitution, which reads as follows:

*"Any member who claims an injustice has been done him by any L.U., trial board, or by any System Council, may appeal to the I.V.P. any time within forty-five (45) days after the date of the action of the L.U., trial board or System Council.*

*"A copy of any appeal must be filed with the L.U., or with the System Council, as the case may be."*

§

(SUGGESTED PATTERN NO. 4, cont.)

If an assessment has been levied, Article XXV, Section 13, of the IBEW Constitution provides:

*"No appeal for revocation of an assessment shall be recognized unless the member has first paid the assessment, which he can do under protest. When the assessment exceeds fifty dollars (\$50.00), payments of not less than forty dollars (\$40.00) in monthly installments must be made until the assessment is paid or until a final decision on the appeal is made, whichever occurs first. The first monthly installment must be made within fifteen (15) days from the date of the decision rendered and monthly installments continued thereafter or the appeal will not be considered."*

Fraternally yours,

Recording Secretary  
Local Union No. \_\_\_\_\_, IBEW

cc: International Secretary-Treasurer  
(If assessed, suspended or expelled)  
International Vice President  
Financial Secretary (Member's own L.U.)



INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS®  
1125 15TH STREET, N.W., WASHINGTON, D.C.



UNITED STATES OF AMERICA		DO NOT WRITE IN THIS SPACE	
NATIONAL LABOR RELATIONS BOARD		Case	Date filed
<b>AMENDED CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS</b>		16-CB-240231	8-14-2019
INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.			
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 479	b. Union Representative to Contact JIMMY BURK BUSINESS MANAGER		
c. Address 1430 SPINDLETOP RD, BEAUMONT, TX 77705	d. Tel. No. (409)833-8252	e. Cell No.	
	f. Fax No. (409)833-4799	g. e-Mail jimmy@ibew479	
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (1)(A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)			
Within the last six months, the Union violated the Act by (1) failing to notify a bargaining unit member of the time and date of a trial board hearing concerning a complaint filed by that bargaining unit member; (2) processing a bargaining unit member's discharge grievance in a perfunctory manner; (3) refusing to furnish information pursuant to a bargaining unit member's information request; and (4) refusing to make an information request to the Employer on behalf of a bargaining unit member.			
3. Name of Employer NEWTRON GROUP		4a. Tel. No. (409) 727-2469	4b. Cell No.
		4c. Fax No.	4d. e-Mail mdefee@ntned.com
5. Location of Plant involved (street, city, state, and ZIP code) 1905 INDUSTRIAL DR, NEDERLAND, TX 77627		6. Employer representative to contact MIKE DEFEE PRESIDENT	
7. Type of Establishment (factory, mine, wholesaler) Electrical Contractor	8. Principal product or service Industrial Electrical Work	9. Number of Workers employed +/- 500	
10. Full name of party filing charge (b) (6), (b) (7)(C)		11a. Tel. No.	11b. Cell No. (b) (6), (b) (7)(C)
		11c. Fax No.	11d. e-Mail (b) (6), (b) (7)(C)
11. Address of party filing charge (street, city, state, and ZIP code) (b) (6), (b) (7)(C)			
12. DECLARATION			
(b) (6), (b) (7)(C) at the statements therein are true to the best of my knowledge and belief.			
By:	(b) (6), (b) (7)(C)	Tel. No.	
(sig)	Print type name and title or office, if any	Cell No. (b) (6), (b) (7)(C)	
Address: (b) (6), (b) (7)(C)		Date: 08/13/2019	Fax No.
			e-Mail (b) (6), (b) (7)(C)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 16  
819 Taylor St Rm 8A24  
Fort Worth, TX 76102-6107

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (817)978-2921  
Fax: (817)978-2928



Download  
NLRB  
Mobile App

August 15, 2019

JIMMY BURK, BUSINESS MANAGER  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL UNION  
NO. 479  
1430 SPINDLETOP RD  
BEAUMONT, TX 77705

Re: International Brotherhood of Electrical  
Workers, Local Union 479 (Newtron Group)  
Case 16-CB-240231

DEAR MR. BURK:

Enclosed is a copy of the first amended charge that has been filed in this case.

**Investigator:** This charge is being investigated by Field Examiner ALEX HERNANDEZ whose telephone number is (346)227-1372. The mailing address is 1919 Smith St Ste 1545, Houston, TX 77002-8051. If the agent is not available, you may contact Resident Officer STEVE E. MARTINEZ whose telephone number is (210)417-4062.

**Presentation of Your Evidence:** As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the first amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

**Prohibition on Recording Affidavit Interviews:** It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.



August 15, 2019

**Procedures:** Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Very truly yours,

A handwritten signature in black ink, appearing to read "Timothy L. Watson", written in a cursive style.

TIMOTHY L. WATSON  
REGIONAL DIRECTOR

Enclosure: Copy of first amended charge

Copy of charge only sent to:

JAMMI JUAREZ  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
900 7TH ST, NW  
WASHINGTON, DC 20001-3720

**UNITED STATES OF AMERICA**  
**BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL UNION NO.  
479**

Charged Party

Case 16-CB-240231

and

**(b) (6), (b) (7)(C)**

Charging Party

**AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST LABOR  
ORGANIZATION**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **August 15, 2019**, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

JIMMY BURK, BUSINESS MANAGER  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL UNION  
NO. 479  
1430 SPINDLETOP RD  
BEAUMONT, TX 77705

August 15, 2019

Date

Cynthia Davis, Designated Agent of NLRB

Name



Signature



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 16  
819 Taylor St Rm 8A24  
Fort Worth, TX 76102-6107

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (817)978-2921  
Fax: (817)978-2928



Download  
NLRB  
Mobile App

August 15, 2019

(b) (6), (b) (7)(C)

Re: International Brotherhood of Electrical  
Workers, Local Union 479 (Newtron Group)  
Case 16-CB-240231

DEAR (b) (6), (b) (7)(C):

We have docketed the first amended charge that you filed in this case.

**Investigator:** This charge is being investigated by Field Examiner ALEX HERNANDEZ whose telephone number is (346)227-1372. The mailing address is 1919 Smith St Ste 1545, Houston, TX 77002-8051. If the agent is not available, you may contact Resident Officer STEVE E. MARTINEZ whose telephone number is (210)417-4062.

**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. If you have additional evidence regarding the allegations in the first amended charge and you have not yet scheduled a date and time for the Board agent to obtain that evidence, please contact the Board agent to arrange to present that evidence. If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

**Prohibition on Recording Affidavit Interviews:** It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

**Procedures:** Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent. The Agency requests all evidence submitted electronically to be in the form it is

normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Very truly yours,

A handwritten signature in black ink, appearing to read "Timothy L. Watson". The signature is fluid and cursive, with a long horizontal stroke at the end.

TIMOTHY L. WATSON  
REGIONAL DIRECTOR



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 16  
819 Taylor St Rm 8A24  
Fort Worth, TX 76102-6107

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (817)978-2921  
Fax: (817)978-2928



Download  
NLRB  
Mobile App

August 15, 2019

MIKE DEFEE, PRESIDENT  
NEWTRON GROUP  
1905 INDUSTRIAL DR  
NEDERLAND, TX 77627

Re: International Brotherhood of Electrical  
Workers, Local Union 479 (Newtron Group)  
Case 16-CB-240231

DEAR MR. DEFEE:

Enclosed is a copy of the first amended charge that has been filed in this case.

**Investigator:** This charge is being investigated by Field Examiner ALEX HERNANDEZ whose telephone number is (346)227-1372. The mailing address is 1919 Smith St Ste 1545, Houston, TX 77002-8051. If the Board agent is not available, you may contact Resident Officer STEVE E. MARTINEZ whose telephone number is (210)417-4062.

**Presentation of Your Evidence:** As you know, we seek prompt resolutions of labor disputes. Therefore, if the Board agent asks you for evidence with respect to the allegations in the first amended charge, I urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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August 15, 2019

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Very truly yours,

A handwritten signature in black ink, appearing to read "Timothy L. Watson". The signature is fluid and cursive, with a long horizontal stroke at the end.

TIMOTHY L. WATSON  
REGIONAL DIRECTOR

Enclosure: Copy of first amended charge

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**



**CONSTITUTION**

AND RULES FOR LOCAL UNIONS  
AND COUNCILS UNDER ITS JURISDICTION

as amended at the 89th IBEW Convention  
St. Louis, Missouri, September 2016

## INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

900 Seventh Street, NW, Washington, DC 20001

### EXECUTIVE OFFICERS

International President.. ..Lonnie R. Stephenson  
International Secretary-Treasurer.. ..Kenneth W. Cooper

### INTERNATIONAL VICE PRESIDENTS

First District.. ..William F. Daniels  
1450 Meyerside Drive, Suite 300  
Mississauga, Ontario, Canada L5T 2N5  
Second District.. ..Michael P. Monahan  
2 Granite Avenue, Suite 170  
Milton, Massachusetts 02186  
Third District.. ..Michael D. Welsh  
500 Cherrington Parkway, Suite 325  
Coraopolis, Pennsylvania 15108  
Fourth District.. ..Brian G. Malloy  
5100 Buckeystown Pike, Suite 255  
Frederick, Maryland 21704  
Fifth District.. ..Joseph S. Davis  
100 Concourse Parkway, Suite 300  
Birmingham, Alabama 35244  
Sixth District.. ..David J. Ruhmkorff  
8174 Cass Avenue  
Darien, Illinois 60561  
Seventh District.. ..Steven M. Speer  
320 Westway Place, Suite 531  
Arlington, Texas 76018  
Eighth District.. ..Jerry Bellah  
305 S Union Avenue  
Pueblo, Colorado 81003  
Ninth District.. ..John J. O'Rourke  
100 Bush Street, Suite 1950  
San Francisco, California 94104

Form 40 6/17

(Listing continued on inside back cover)

This organization shall be known as the

## INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

with jurisdiction over all electrical workers  
in the United States and Canada.



## CONSTITUTION

This Constitution, and all acts and proceedings, which in  
the future and in due course may be enacted, shall be  
binding on all local union officers and members.

As amended at the 39th IBEW International Convention  
St. Louis, Missouri—September 2016

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are registered trademarks in the United States and Canada.



**Declaration of the  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS**

*Our cause is the cause of human justice, human rights, human security.*

*We refuse, and will always refuse, to condone or tolerate dictatorship or oppression of any kind.*

*We will find and expel from our midst any who might attempt to destroy, by subversion, all that we stand for.*

*This Brotherhood will continue to oppose communism, Nazism or any other subversive "ism."  
We will support our God, our Nations, our Union.*

**ORDER OF BUSINESS FOR LOCAL UNIONS**

1. Opening (See *Ritual for Local Unions*)
2. Roll Call of Officers and Reading of Minutes
3. Communications and Bills
4. Reports of Executive Board and Officers
5. Propositions for Membership
6. Reports of Candidates
7. Balloting or Voting for Candidates
8. Obligation of Candidates (See *Ritual for Local Unions*)
9. Reports of Delegates and Committees
10. Reports of Accidents, Sickness, or Death of Members
11. Roll Call of Members (This is optional with local unions.)
12. Unfinished Business
13. New Business (Under this heading come matters relating to any election and installation of officers.)
14. Good of the Union
15. Receipts and Expenses (See Constitution Article XVII)
16. Closing (See *Ritual for Local Unions*)

## OBJECTS

The objects of the International Brotherhood of Electrical Workers are:

- To organize all workers in the entire electrical industry in the United States and Canada, including all those in public utilities and electrical manufacturing, into local unions,
- To promote reasonable methods of work,
- To cultivate feelings of friendship among those of our industry,
- To settle all disputes between employers and employees by arbitration (if possible),
- To assist each other in sickness or distress,
- To secure employment,
- To reduce the hours of daily labor,
- To secure adequate pay for our work,
- To seek a higher and higher standard of living,
- To seek security for the individual,
- And by legal and proper means to elevate the moral, intellectual and social conditions of our members, their families and dependents, in the interest of a higher standard of citizenship.

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## READY REFERENCE

Monthly per capita tax payments to the International Office and payments to the IBEW Pension Benefit Fund through local unions (or to the International Secretary-Treasurer by "A" members holding Participating Withdrawal Cards):

### Effective January 1, 2017

<b>"A" Members</b>	<b>"BA" Members</b>
\$18.00 Monthly Per Capita Tax	\$18.00 Monthly Per
<u>\$18.00 Monthly PBF Contribution</u>	Capita Tax
\$36.00 Monthly Total	

### Effective January 1, 2018

<b>"A" Members</b>	<b>"BA" Members</b>
\$19.00 Monthly Per Capita Tax	\$19.00 Monthly Per
<u>\$18.00 Monthly PBF Contribution</u>	Capita Tax
\$37.00 Monthly Total	

### Effective January 1, 2019

<b>"A" Members</b>	<b>"BA" Members</b>
\$19.00 Monthly Per Capita Tax	\$19.00 Monthly Per
<u>\$19.00 Monthly PBF Contribution</u>	Capita Tax
\$38.00 Monthly Total	

### Effective January 1, 2020

<b>"A" Members</b>	<b>"BA" Members</b>
\$20.00 Monthly Per Capita Tax	\$20.00 Monthly Per
<u>\$19.00 Monthly PBF Contribution</u>	Capita Tax
\$39.00 Monthly Total	

### Effective January 1, 2021

<b>"A" Members</b>	<b>"BA" Members</b>
\$20.00 Monthly Per Capita Tax	\$20.00 Monthly Per
<u>\$19.00 Monthly PBF Contribution</u>	Capita Tax
\$39.00 Monthly Total	

Reinstatement fees are required of all members who fall three (3) or more months in arrears. Reinstatement fees for "A" members are \$30.00 (which include \$5.00 to the local union, \$5.00 to the International Office, and \$20.00 to the IBEW Pension Benefit Fund), while reinstatement fees for "BA" members are \$3.00 (which include \$1.50 to the local union and \$1.50 to the International Office).

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## **ARTICLE I                      NAME AND CONSTITUTION**

Sec. 1. This organization shall be known as the International Brotherhood of Electrical Workers, with jurisdiction over all electrical workers in the United States and Canada as defined in Article XXVI of this Constitution, including all workers in public utilities and electrical manufacturing plants, and shall consist of an unlimited number of local unions acknowledging its jurisdiction and subject to its laws and usages, and it shall not be dissolved while there are five (5) dissenting local unions.

Sec. 2. This organization, in the merging together of all electrical workers in the United States and in Canada, fully recognizes the sovereignty of each of our great nations and the advancement of industry compatible with the laws of each country and the objects of this Constitution.

Sec. 3. This Constitution, and all acts and proceedings which, in the future and in due course may be enacted, shall be absolutely binding on all L.U. officers and members. The initials "L.U." as used throughout this Constitution shall include Railroad System Councils, System Councils, and other subordinate bodies where applicable.

Sec. 4. The following abbreviations, when used herein, and in reports and other documents, shall mean:

I.B.E.W.—International Brotherhood of Electrical Workers  
I.E.C.—International Executive Council  
I.P.—International President  
I.V.P.—International Vice President  
I.S.T.—International Secretary-Treasurer  
I.R.—International Representative  
I.C.—International Convention

I.O.—International Office  
L.U.—Local Union  
R.S.—Recording Secretary  
F.S.—Financial Secretary

Sec. 5. Words used in this Constitution in the masculine gender shall include the feminine.

## ARTICLE II INTERNATIONAL CONVENTION

Sec. 1. The I.B.E.W. shall meet in regular convention every five (5) years on the third Monday in September, at such place as shall be decided upon by the I.E.C.

Sec. 2. The I.E.C. has the power to change the date on which an I.C. is to convene, but any change made shall not be for more than ninety (90) days before or after the original date fixed.

Sec. 3. Upon petition filed with the I.S.T. by any twenty-eight (28) L.U.'s in good standing—not more than four (4) L.U.'s from any one I.E.C. district—the question of holding a special I.C. shall be submitted to a referendum; but petitions for a vote must specify the place, time, and date at which this special I.C. is proposed to be held, and the questions must be specified by each of the twenty-eight (28) L.U.'s in good standing before any referendum shall be taken. No special I.C. shall be called except in this manner.

The result of the referendum shall be published in full in the I.B.E.W.'s official monthly publication. If a majority vote in favor of a special I.C., the I.S.T. shall issue the call.

Sec. 4. The I.P. shall appoint the following committees consisting of eleven (11) delegates elected to the I.C., one

from each I.V.P. district. The I.P. shall appoint one of the committee members as chairman and one as secretary:

1. I.P.'s Report
2. I.S.T.'s Report
3. I.E.C.'s Report
4. Law
5. Resolutions
6. Appeals
7. Any special committees deemed necessary

These committees shall meet prior to the opening of the I.C. The compensation of members of these committees shall be fifty dollars (\$50.00) per day and reimbursement for actual expenses. This shall cease the day the I.C. opens.

Sec. 5. The I.S.T. prior to the I.C. shall deposit sufficient funds in the convention city to be used to defray expenses of the I.C.

Sec. 6. A quorum for the transaction of business shall consist of one-third (1/3) of the delegates seated. Immediately after the I.C. is opened, the I.E.C. shall report on credentials and rules. The order of business of the I.C. shall proceed in accordance with the rules adopted by the I.C. The business of the I.C. shall include the following:

1. Call to Order
2. Presentation of Credentials
3. Report on Credentials and Rules
4. Appointment of Committees
5. Communications and Bills
6. Amendments and Resolutions
7. Reports of Committees

8. Unfinished Business
9. Nomination and Election of Officers
10. New Business
11. Adjournment

Sec. 7. No L.U. shall be entitled to representation at an I.C. if it has an indebtedness to the International Union for per capita tax payments and unless its per capita tax to the International Union has been paid on its membership through the month of July prior to the first of the month in which the I.C. is held.

Sec. 8. The basis of representation at the I.C. shall be as follows:

Each L.U. shall be entitled to a per capita vote on "A" and "BA" members based upon the average monthly number of members in good standing on which per capita tax is paid to the International Union during the twelve (12) month period ending on March 31 in the year in which the I.C. is held. Where the L.U. has been affiliated with the International Union for less than twelve (12) months, the average shall be computed from the month of affiliation.

Each L.U. shall be entitled to the following:

- (a) One (1) delegate for the first 250 members, one (1) delegate for each additional 250 members or majority fraction thereof:

<i>Membership</i>	<i>Number of Delegates</i>
Up to 375	1
376 to 625	2
626 to 875	3
876 to 1,125	4
1,126 to 1,375	5
1,376 to 1,625	6

- (b) One more delegate for each additional 500 members:

<i>Membership</i>	<i>Number of Delegates</i>
1,626 to 2,125	7
2,126 to 2,625	8
2,626 to 3,100	9

- (c) One more delegate for each additional 3,000 members—maximum 15 delegates:

<i>Membership</i>	<i>Number of Delegates</i>
3,101 to 6,000	10
6,001 to 9,000	11
9,001 to 12,000	12
12,001 to 15,000	13
15,001 to 18,000	14
18,001 and over	15

Delegates representing only "BA" membership shall not be entitled to discuss, or vote on, matters affecting Article XI.

Sec. 9. For transportation, sleeping, and living expenses en route to and while attending the I.C., the I.S.T. will pay each delegate a sum equal to ninety cents (90¢) a mile, one way, by the shortest practical route.

Each delegate remaining until the close of the I.C. shall be reimbursed for expenses in the amount of one thousand

dollars (\$1,000.00). L.U.'s may pay their delegates additional sums.

Sec. 10. No member shall be nominated as a delegate or alternate unless he is present or signifies his willingness in writing, nor shall he be eligible to be a delegate or an alternate unless in continuous good standing in his L.U. at least twenty-four (24) months immediately prior to nomination, provided his L.U. has been in existence that long. However, no such member shall be disqualified because his L.U. has been merged or amalgamated with another L.U. or L.U.'s. When it is impracticable or impossible for a L.U. to elect a delegate or alternate with the required standing, the I.P. may grant special dispensation.

The two (2) year membership requirement shall not be applicable to members of L.U.'s affiliated with System Councils who are employed by a single employer and who transfer between L.U.'s within a System Council, provided, however, that any such member must have been a member in continuous good standing for two (2) years in at least one of the L.U.'s affiliated with the System Council involved.

Where the L.U. bylaws specify, prior to election to a particular elective office, that one of the functions of said elective office shall include service as a delegate to the I.C. or other body, a special election of the officer holding such office to be a delegate is not necessary. In the event a vacancy should occur in the said elective office and it is filled pursuant to Article XVI, Section 16, prior to May in the convention year, the L.U. shall elect a replacement delegate. The person appointed to fill the particular elective office shall be a candidate for election as a delegate. If, however, the vacancy is filled between May in the convention year and the

holding of the I.C., the person appointed to the vacancy in the elective office shall serve as a delegate, except that, as provided by law, such delegate may not vote in any election for International Officers.

Delegates and alternates shall be elected by secret ballot. Members in good standing in the L.U. shall be given at least fifteen (15) days notice of the time, place, and manner of making nominations and of the election, and may participate therein, except for those who may be expressly prohibited by approved provision of the L.U. bylaws. The election of delegates and alternates shall be decided by those receiving the most votes and ballots, and records of the election shall be retained for one (1) year.

If, between the election and the I.C., an elected delegate should resign or otherwise be unable to attend the I.C., then the alternate delegate with the highest number of votes in the election shall take his place as a delegate. Should a second elected delegate resign or otherwise be unable to attend the I.C., then the alternate delegate with the next highest number of votes in the election shall take his place as a delegate, and so forth.

In the event there are no other elected alternates, the Executive Board shall appoint such delegates, provided, however, that appointed delegates may not, as provided by law, vote in any election for International Officers.

Sec. 11. Credentials of the delegate and alternate shall be in the hands of the I.S.T. or in the mail at least sixty (60) days prior to the I.C. Failing to comply with this, the delegate or alternate shall receive no mileage or other payments. (The Credentials Committee shall pass upon whether such delegate or alternate shall be seated.)



Sec. 12. Any International or L.U. Officer, or any member, who willfully commits fraud in connection with obtaining or furnishing credentials for delegates to the I.C.—or who is connected with any fraud in voting during the I.C.—shall be tried by the I.E.C. The I.E.C. shall render a decision and decide the penalty.

Sec. 13. The I.P. shall nominate, and the I.C. shall elect, two (2) delegates to conventions of the American Federation of Labor and Congress of Industrial Organizations; two (2) delegates to the Building and Construction Trades Department; two (2) delegates to the Metal Trades Department; one (1) delegate to the Union Label and Service Trades Department; one (1) delegate to the Maritime Trades Department; and two (2) delegates to the Canadian Labour Congress. Each of these delegates shall be the business manager or principal officer of his L.U. If the delegate's status as business manager or principal officer changes, he shall resign and the I.P. shall appoint a replacement delegate.

The I.P. shall appoint all other delegates to any conventions at which the I.B.E.W. is entitled to representation. He may appoint a substitute for any delegate who does not desire, or is unable, to attend any convention to which he is elected. All such delegates shall serve a term of five (5) years and be compensated at fifty dollars (\$50.00) a day for time spent in attending, and traveling to and from the convention, and be reimbursed for actual expenses.

### ARTICLE III INTERNATIONAL OFFICERS

Sec. 1. The officers of the I.B.E.W. shall be the International President, International Secretary-Treasurer, eleven (11)

International Vice Presidents, International Executive Council Chairman and eight (8) International Executive Council members. The officers shall be nominated and elected, by duly elected delegates, at the International Convention. They shall assume office thirty (30) days after their election, and shall serve for five (5) years or until their successors are elected and qualified.

Sec. 2. No one shall be eligible as an officer except a member having five (5) years continuous good standing in the I.B.E.W. immediately prior to nomination.

Sec. 3. The elections of the International President, International Secretary-Treasurer, and International Executive Council Chairman shall be by secret ballot, per capita vote when there is more than one candidate, and shall require a majority of all votes cast to constitute an election. When there are more than two candidates for the same office, at every unsuccessful balloting the one receiving the lowest number of votes shall be dropped, the voting then to continue until one has received a majority over all.

However, the choice for International Vice Presidents and the International Executive Council (except I.E.C. Chairman) shall be recommended to the I.C. by each district. The I.C. shall adopt the district's recommendation as its own action, by the I.S.T. casting one (1) ballot for the district's choice. The choice of each district shall be decided by a majority of the L.U.'s of the district represented at the I.C.—and present and voting at the time the choice is made—on the basis of one (1) vote for each L.U., by secret ballot, not by a delegate or per capita vote. If the district is unable to determine its choice, then the I.C. shall decide any contest by a roll call, per capita vote.

The vote of each L.U. shall be decided by a majority of its delegates. If the delegates of a L.U. are equally divided, then the L.U. shall have no vote. When there are more than two (2) candidates for the same office in the district, and no candidate receives a majority on the first ballot, there shall be a run-off election between the two (2) candidates receiving the highest number of votes.

(Nothing in this Constitution shall be construed to conflict with the above section.)

Sec. 4. At all elections when it becomes necessary to have an electronic, secret ballot vote, the presiding officer shall appoint an election judge and, if necessary, tellers. He shall announce the names of the candidates in rotation. Each candidate may be present or be represented by a member during the vote tally. All election records shall be preserved for a period of one (1) year.

Sec. 5. The officers shall attend the I.C. and all their expenses shall be paid out of the General Fund. They shall have voice but no vote, and no officer shall be eligible to represent his L.U. as a delegate. The officers, except I.V.P.'s, shall have their reports printed and ready for distribution to the delegates when the I.C. is organized.

Sec. 6. Each officer elected shall sign and file in the I.O. the following pledge and oath of office:

"I, (name), do hereby solemnly pledge on my honor, that I will faithfully discharge my duties as an officer of the International Brotherhood of Electrical Workers. I will support by every means within my power its Constitution, and I will enforce it to the best of my ability. At the expiration of my term of office, I shall deliver to my successor all books,

papers, money, and other property in my possession belonging to the I.B.E.W. or its L.U.'s; and I shall not be relieved from any bond or obligation unless and until I comply with this law."

(Signed) \_\_\_\_\_ (Witness) \_\_\_\_\_

Sec. 7. All officers at the expiration of their term shall deliver to their successors all books, papers, money, and other property in their possession, belonging to the I.B.E.W. or its L.U.'s, and shall not be relieved from their bonds or obligations until this law is complied with.

#### Compensation and Benefits

Sec. 8. Salaries of the International President, International Secretary-Treasurer, International Vice Presidents, I.E.C. Chairman, I.E.C. Members, Executive Assistants, Directors, and Senior International Representatives shall be increased annually on October 1. The increase shall be equal to the combined average of the percentage increases negotiated and approved for the members of the Construction, Manufacturing, Telephone, and Utility branches of the I.B.E.W. for the twelve (12) month period ending August 31 of each year.

All such officers and representatives shall be reimbursed for actual expenses when away from home on business of the I.B.E.W. in accordance with rules promulgated by the I.P.

Sec. 9. The services of the I.E.C. Chairman shall be available to the I.B.E.W. in an advisory capacity and for fulfilling other assignments in the interests of the I.B.E.W.

Sec. 10. Members employed by the I.B.E.W., as officers or in any other capacity, who become permanently disabled while so engaged, shall receive \$500 a month while incapacitated. The period of incapacitation shall not be deducted from his service record.

Sec. 11. (a) Members in the I.B.E.W. service, employed by it as officers, representatives, or assistants, who have attained the age of sixty-two (62) and have ten (10) or more years service, shall, upon request of the individual, be retired by the I.E.C. The annual rate of compensation payable upon retirement shall be three and three-quarters percent (3.75%) of the average annual salary for the three (3) years during which the highest salary was payable to the individual, multiplied by the number of years of service, not to exceed twenty (20) years, plus one percent (1%) of such average salary, multiplied by the additional number of years of service in excess of twenty (20) years, not to exceed five (5) additional years. This retirement compensation shall be payable monthly.

(b) Officers, representatives, or assistants who have attained the age of fifty-five (55) and have fifteen (15) or more years service, shall, upon request of the individual, be retired by the I.E.C. and shall receive retirement compensation on the same basis as provided in Subsection (a) above.

(c) Officers, representatives, or assistants who become permanently disabled while employed by the I.B.E.W. shall receive retirement compensation on the same basis as provided in Subsection (a) of this section, or as provided in Article III, Section 10, while incapacitated.

(d) Any officer, representative, or assistant who leaves I.B.E.W. service after completing five (5) or more years

of service before becoming eligible for retirement under Subsection (a) above may elect either to have his contributions returned to him or to be granted a vested right to retirement compensation, which will entitle him to receive, commencing at age sixty-five (65), retirement compensation on the same basis as provided in Subsection (a) above.

(e) In lieu of the payment of retirement compensation on the basis outlined in Subsections (a), (b), and (d), an officer, representative, or assistant may elect immediate payment of his pension in reduced pension on a joint and survivor basis with payments continuing to his surviving spouse. In each such case, the reduced amount of retirement compensation payable under such election shall be actuarially equivalent to the retirement compensation otherwise payable. To be effective, all such elections shall conform to the rules and regulations adopted for such purpose by the I.E.C. The provisions of this subsection shall not apply to those officers, representatives, or assistants who retired on or before September 14, 1962.

(f) In the event of the death of an officer, representative, assistant, or spouse, any unused portion of his five-percent (5%) contribution that was previously required shall be payable in a lump sum to the designated beneficiary.

In the event of the death of both—the officer, representative, or assistant and his spouse—any unused portion of the five-percent (5%) contribution that was previously required shall be payable in a lump sum to his beneficiary.

(g) The I.E.C. shall enter into a trust agreement with a reliable and long-established trust company to act as trustee in the handling and disbursement of the retirement pay.

(h) The I.S.T. shall turn over to such trust company from the General Fund the amount necessary to assure that each

eligible officer, representative, or assistant shall receive his retirement pay when due.

(i) The I.E.C. is authorized to make such changes or amendments necessary to qualify this plan under Section 401(a) of the Internal Revenue Code.

(j) Any employee of the I.B.E.W. not covered by Section 11, Subsections (a) through (i), shall be covered by a retirement plan, the provisions of which shall be established by the I.B.E.W., consistent with legal requirements including, where applicable, the duty to bargain in good faith with a recognized collective bargaining representative.

(k) The I.B.E.W. shall enter into a trust agreement with a reliable and long-established trust company to act as trustee in the handling and disbursement of the retirement pay of employees covered by Subsection (j).

(l) The I.S.T. shall turn over to such trust company from the General Fund the amount necessary to assure that each eligible employee covered by Subsection (j) hereof shall receive his or her retirement pay when due.

(m) Anyone receiving such compensation must observe this Constitution and the principles it sets forth and shall do nothing directly or indirectly to injure the I.B.E.W. or its members.

(n) The I.E.C. is authorized to make such changes or amendments necessary to qualify this plan under Section 401(a) of the Internal Revenue Code.

(o) Insofar as Canadian officers and employees of the I.B.E.W. are concerned, the I.E.C. is authorized to make such changes and amendments in the Pension Plan as it deems

appropriate and necessary to provide the minimum benefits required by applicable dominion or provincial laws.

(p) The I.E.C. is authorized to effect such changes and amendments in benefits by rules and regulations.

(q) The I.E.C. is empowered to establish such rules and regulations as it deems appropriate and to modify same for the effectuation and administration of the provisions of this article. With respect to the plan for employees not covered by Section 11, Subsections (a) through (i), this power shall be exercised consistent with the provisions of Subsection (j). The I.E.C. is further authorized to make definitions of terms used in this article and to make interpretations of these constitutional provisions and its rules and regulations, which shall be final and binding. The decisions of the I.E.C. on all questions arising hereunder, including cases of eligibility for and computation of the amount of benefits, shall be final and binding.

(r) In no event shall any officer, representative, or assistant or any other employee of the I.B.E.W. who retires under Article III, Section 11, be paid a monthly pension benefit (as determined before any reduction required by the election of option under Subsection (e)) that is less than he would have received under Section 11 of the Constitution prior to September 30, 1974. The amount paid officers, representatives, or assistants prior to September 30, 1974, shall remain unchanged.

(s) Notwithstanding any language to the contrary in this Section 11, the International President shall have full authority and discretion to decide on compensation, retirement, and benefit coverage of organizers who are employed by the I.B.E.W.

Sec. 12. No candidate (including a prospective candidate) for International Office, and no supporter of a candidate for International Office, may solicit or accept financial support or any other direct or indirect support of any kind (except an individual's own volunteered personal time) from any non-member of the I.B.E.W. or from any foundation, corporation, or other entity whose funds are derived in whole or in part from any person not a member of the I.B.E.W. This rule does not apply to the financing of litigation concerning the legal rights of candidates or other members in connection with elections for International Office.

The I.E.C. shall adopt such regulations as are necessary to implement this provision. The regulations shall provide for the maintenance of such records and the filing of such reports, by candidates and their supporters, as may be necessary for the administration and enforcement of this section.

#### **ARTICLE IV INTERNATIONAL PRESIDENT**

Sec. 1. The I.P. shall be bonded in the minimum amount of \$500,000 for the faithful performance of his duties. Should the amount being handled at any time exceed the amount of his bond, he and the I.E.C. shall have the bond increased accordingly. He shall preside at all sessions of the I.C. When unable to preside, he shall select someone else to do so. He shall perform such other duties as are outlined in this Constitution and are necessary to protect and advance the I.B.E.W.

Sec. 2. The I.P. shall see that all other officers perform their duties. In case of non-performance of duties or disability or incompetence of any I.V.P., any member of the I.E.C., or the

I.S.T., the I.P. has the power to remove such officer, with such removed officer having the right of appeal to the I.E.C.

He shall fill all vacancies, including those on the I.E.C., by appointment. Such appointments must be approved by the I.E.C.

Sec. 3. The I.P. is empowered as follows:

(a) To call a meeting of the I.E.C. whenever in his judgment such a meeting is necessary.

(b) To decide all questions of law, dispute, or questions in controversy, however arising, all his decisions being subject to appeal, including policy decisions, first to the I.E.C. and then the I.C. (Notice in writing of appeal from any decision of the I.P. must be filed with the I.S.T. and I.P. within thirty (30) days from the date of such decision.)

(c) To establish such departments in the organization or in the I.O. as in his judgment are necessary to protect or advance the interests or to meet the needs of the I.B.E.W.

(d) To employ International Representatives who shall be reimbursed for actual expenses while away from home, and to employ such assistants as, in his judgment, are necessary to carry on the work of the organization, and to decide the compensation to be paid, except as provided elsewhere in this Constitution.

All representatives and assistants shall work under the direction of the I.P., and he has the power to discharge them.

(e) To employ an attorney or attorneys to act as counsel and give any other legal assistance as he deems necessary.

(f) To authorize in writing any I.V.P. to audit the books and records of any L.U. in his district or to engage an accountant



for the purpose, whenever he deems such action necessary for the protection of the L.U. and its members.

(g) To prefer charges through the I.E.C. against any member who, in his judgment, is violating the Constitution or working against the welfare of the I.B.E.W. Any member against whom charges are preferred shall be so notified by the I.P. in writing, and said member shall have the right to appear before the I.E.C. in his own defense.

(h) Either to suspend or revoke the charter of any L.U. or have the I.S.T. reject the per capita tax from any L.U. that fails or refuses to observe the laws and rules of the I.B.E.W.

(i) To take charge of, *i.e.*, impose a trusteeship on, the affairs of any L.U. when in his judgment such is necessary to protect or advance the interests of its members and the I.B.E.W., but for a period not to exceed six (6) months. If the I.P. or his representative cannot or has not adjusted the affairs of the L.U. involved at the end of this period, then he shall refer the entire case to the I.E.C., which shall render a decision at its next regular meeting, which decision may include the continuation of the International Charge. A hearing to determine whether a trusteeship should be imposed or continued shall be held before the I.P. or his designee. If, in the I.P.'s judgment, circumstances do not permit the hearing to be conducted prior to making the International Charge effective, including in emergency situations, the hearing should be held within a reasonable time after the effective date of the International Charge. The I.P. or his designee may suspend any officer of the L.U. while the L.U. remains under International Charge and may suspend any local officer or member who offers interference in such cases.

No financial obligation or liability of the L.U. incurred prior to or during the course of the trusteeship shall be assumed by, or become an obligation of, the I.B.E.W. without the written consent of the I.P.

(j) To remove or suspend any officer, representative, appointee, or agent of a L.U. or System Council for incompetence; or for nonperformance of duties; or for failure to carry out the provisions of this Constitution and the rules herein; or the bylaws and agreements of the L.U. or System Council; or for putting into effect or allowing to be put into effect any practice, rule, agreement, bylaw, or policy not having approval of the I.P.; or for failure to observe or carry out instructions or decisions of the I.P. When the I.P. removes or suspends any officer, representative, appointee, or agent of a L.U. or System Council, then he can fill any such office or position by appointment of others.

(k) To appoint, if he so decides, a referee who may or may not be a member to take testimony and report to him.

(l) To enter into, or authorize an I.V.P., representative, or assistant to enter into, agreements with any national or international labor organization or association of employers, or with any company, corporation, or firm doing any interstate or interprovincial business in electrical work, to cover the entire jurisdiction of the I.B.E.W.

(m) The I.P. or his representatives shall not enter into agreements affecting wages, hours, and conditions of employment where an L.U. agreement covering such employment already exists, without first notifying at least thirty (30) days in advance of such agreements the L.U.'s so concerned or affected in a district, and then only by procuring consent

of a majority of the L.U.'s in the district or the individual L.U. affected by such agreement.

(n) To edit and publish the I.B.E.W.'s official monthly publication and to conduct it as a technical, economic, and trade union publication; to use its obituary section for members only; and at his discretion to publish communications in accordance with policy.

(o) To develop an appropriate I.B.E.W. Honorary Membership Card, which may be issued to persons outside of the regular membership who have contributed to the welfare of the I.B.E.W.

Sec. 4. The I.P. can, in any situation, delegate the powers of his office to an International Representative, Vice President, or Assistant.

Sec. 5. Nothing in this Constitution shall be construed to conflict with any of the provisions of this article.

#### **ARTICLE V IMPERATIVE MANDATE**

Sec. 1. If at any time charges are filed against the I.P. and such are forwarded to the I.S.T. with the signatures of the L.U. president and secretary, and under the seal of five (5) percent of the L.U.'s comprising the I.B.E.W., the I.S.T. shall immediately furnish a copy of such charges to the I.P. He shall answer them within ten (10) days. The I.S.T. on receiving the answer of the I.P., shall mail a copy of the charges together with the answer of the I.P. to every L.U. and shall enclose a blank ballot calling for a referendum vote on the question: "Shall the I.P. be upheld?"

The R.S. of each L.U. shall forward the result to the I.S.T. within sixty (60) days from the date the ballots are mailed.

The votes shall be published in full in the I.B.E.W.'s official monthly publication. The ballots shall be enclosed in a sealed package and entrusted to the I.S.T. to be delivered to the next I.C. If a majority vote not to uphold the I.P., the charges are thereby upheld; and the I.E.C. shall then declare the office vacant and elect his successor.

#### **ARTICLE VI INTERNATIONAL SECRETARY-TREASURER**

Sec. 1. The duties of the I.S.T. shall be:

(a) To keep correct records of the proceedings of the I.C. and preserve all important papers of I.B.E.W. business; to deposit all funds in a bank or banks approved by the I.E.C. in the name of the I.B.E.W. All deposits and withdrawals shall be subject to the signature of the I.S.T.

(b) To pay all bills and claims legally due, and any disputed items when directed by the I.P., and no item when directed not to do so.

(c) To keep a general roll of all members with the name, age, card number, and date of admission, together with those suspended, expelled, transferred, *etc.*, and also to keep a correct financial account between each L.U. and the I.B.E.W.

(d) To receive all applications for charters, sign and grant them when authorized by the I.P., and retain charge of the seal of the I.B.E.W. and affix same to all official documents.

(e) To receive all petitions for referenda or other votes, and to mail out the same with ballots when approved by the I.E.C., and to prepare for publication in the I.B.E.W.'s official monthly publication the results of all votes and all questions submitted to the I.E.C.

(f) To prepare for publication in the I.B.E.W.'s official monthly publication each year the annual I.B.E.W. audit by the certified public accountant employed by the I.E.C.

(g) To publish at least once a year a correct directory in pamphlet form of all L.U.'s with names and addresses of the R.S., F.S., and business manager or representative of each L.U.

Sec. 2. The I.S.T. shall, fifteen (15) days prior to the month in which the I.C. convenes, furnish to the I.E.C. a correct record of the convention vote to which each L.U. is entitled.

Sec. 3. The I.S.T. and the I.P. are jointly empowered to make any investment of I.B.E.W. and pension funds and to manage, change, exchange, and sell any such investments and to make reinvestments and to borrow money—this power also includes the purchase, transfer, lease, or sale of real estate—all subject to the approval of the I.E.C.

Sec. 4. The I.S.T. shall perform such other duties as are prescribed by this Constitution, and he shall be bonded in the minimum amount of \$500,000. Should the amount being handled by the I.S.T. at any time exceed the amount of his bond, he and the I.E.C. shall have the bond increased accordingly.

## **ARTICLE VII INTERNATIONAL VICE PRESIDENTS**

Sec. 1. The I.V.P.'s shall work under instructions of the I.P. and shall hold a progress meeting yearly with the business manager and delegates from each L.U. in their districts.

The I.V.P.'s may hold additional progress meetings if they deem this necessary, with approval of the I.P. The time and place of progress meetings shall be decided by the I.V.P.'s. (The I.P. or his authorized representative shall attend a prog-

ress meeting in each district once every two (2) years when possible.) The I.V.P.'s shall perform such other duties as are stated in this Constitution.

Sec. 2. An I.V.P. shall be elected from each of the following districts:

**First**—Canada

**Second**—Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont

**Third**—Delaware, New Jersey, New York, Pennsylvania

**Fourth**—Kentucky, Maryland, Ohio, Virginia, West Virginia, District of Columbia

**Fifth**—Alabama, Florida, Georgia, Louisiana, Mississippi, Puerto Rico, Republic of Panama

**Sixth**—Illinois, Indiana, Michigan, Minnesota, Wisconsin

**Seventh**—Arizona, Kansas, New Mexico, Oklahoma, Texas

**Eighth**—Colorado, Idaho, Montana, Utah, Wyoming

**Ninth**—Alaska, California, Hawaii, Nevada, Oregon, Washington, Pacific Islands

**Tenth**—Arkansas, North Carolina, South Carolina, Tennessee

**Eleventh**—Iowa, Missouri, Nebraska, North Dakota, South Dakota

## ARTICLE VIII

## INTERNATIONAL EXECUTIVE COUNCIL

Sec. 1. The duties of the I.E.C. shall be:

To meet quarterly; to employ a certified public accountant who shall audit all the books and accounts of the International Officers, on an annual basis, at the end of the fiscal year; to act on all applications for pension, disability, or retirement benefits; to determine all proposed constitutional amendments submitted for referendum vote; and to attend to all business properly brought before it.

Sec. 2. The members of the I.E.C. may vote and transact business by correspondence with the I.S.T., and each other, but five (5) members must concur to make such action valid.

Sec. 3. The I.E.C. shall be the committee on rules and credentials at all regular or special conventions and shall submit its report as such immediately after the convention opens.

Sec. 4. The I.E.C. shall have the power to try any L.U. or member charged with injuring the interests of the I.B.E.W. by actions in violation of I.B.E.W. laws or the obligation of the member and may revoke or suspend a charter or membership. (Nothing in this Constitution shall be construed to conflict with this power of the I.E.C.)

Sec. 5. When an appeal from any decision of the I.P. is made to the I.E.C., then the I.E.C. shall render a decision within a reasonable period of time. However, the I.E.C. may, when it feels such is practical, act on an appeal by correspondence.

Sec. 6. Either to suspend or revoke the charter of any L.U.—or have the I.S.T. reject the per capita tax from any

L.U.—that fails or refuses to observe the laws and rules of the I.B.E.W. or decisions rendered by proper I.B.E.W. authority.

Sec. 7. To take charge of, *i.e.*, impose a trusteeship on, the affairs of any L.U. when in its judgment such is necessary to protect or advance the interests of its members and the I.B.E.W., and to suspend any local officer or member who offers interference in such cases.

No financial obligation or liability of the L.U. incurred prior to or during the course of the trusteeship shall be assumed by, or become an obligation of, the I.B.E.W. without the written consent of the I.P.

Sec. 8. If at any time the I.E.C. deems a new law necessary, it shall recommend a clause or clauses for the L.U.'s to vote upon, and should a majority vote to support the recommendation, it shall become a law.

Sec. 9. In case of a vacancy in the office of the I.P., the I.E.C. shall immediately convene and elect a successor to fill the office for the unexpired term.

Sec. 10. The minutes and report of each I.E.C. meeting shall be published in full in the I.B.E.W.'s official monthly publication.

Sec. 11. A member of the I.E.C. shall be elected from each of the following districts, except the chairman, who shall be elected at large:

**First**—Delaware, New Jersey, New York, Pennsylvania

**Second**—Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont

**Third**—Indiana, Kentucky, Michigan, Ohio, West Virginia

**Fourth**—Alabama, Florida, Georgia, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Virginia, District of Columbia, Puerto Rico, Republic of Panama

**Fifth**—Colorado, Illinois, Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota, Wisconsin

**Sixth**—Arizona, Arkansas, Louisiana, New Mexico, Oklahoma, Texas

**Seventh**—Alaska, California, Hawaii, Idaho, Montana, Nevada, Oregon, Utah, Washington, Wyoming, Pacific Islands

**Eighth**—Canada

#### ARTICLE IX

#### DIVISION OF FUNDS AND PER CAPITA TAX

Sec. 1. The receipts of the I.B.E.W. shall be divided into two funds: General Fund and Pension Benefit Fund.

Sec. 2. The monthly per capita tax for each member, including each member on Participating Withdrawal Card, shall be as follows:

1/1/17	1/1/18	1/1/20
\$18.00	\$19.00	\$20.00

Sec. 3. All money going into the General Fund shall be used for the management of the I.B.E.W. and the payment of all benefits under this Constitution not otherwise provided for.

Sec. 4. Any assessments levied shall be paid within ninety (90) days of the issuance of notice by the I.S.T. and he shall reject the per capita tax of any member failing to pay any assessment within this time, and such member shall stand suspended and without rights of any kind until the assessment is paid.

Sec. 5. Each "A" member shall pay two dollars (\$2.00) to the Pension Benefit Fund upon joining the L.U.

Sec. 6. Each "A" member and each "A" member on Participating Withdrawal Card shall pay monthly to the Pension Benefit Fund:

1/1/17	1/1/19
\$18.00	\$19.00

#### ARTICLE X

#### LEGAL DEFENSE

Sec. 1. Requests for assistance involving legal defense may be made to the International President. No disbursements for legal defense shall be made from the General Fund except for the legal defense of L.U.'s (on behalf of their members) or for the defense of the I.B.E.W. or an International Officer or Representative whose activity in the interest of the I.B.E.W. and in conformity with its laws results in legal involvement. All requests for legal assistance will be investigated by the I.P. and shall be subject to his approval and review by the I.E.C.

#### ARTICLE XI

#### PENSION BENEFIT FUND

Sec. 1. *Retirement Benefits.* An "A" member who retires from the electrical industry after December 31, 2006, shall



be entitled to benefits in accordance with the following rules as to eligibility:

(a) *Normal Pension.* An "A" member of the I.B.E.W. in continuous good standing with five (5) or more years immediately preceding his application, who has attained the age of sixty-five (65) years, shall receive pension benefits computed on the basis of four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership.

(b) *Optional Early Retirement Pension.* An "A" member of the I.B.E.W. in continuous good standing with twenty (20) or more years immediately preceding his application, who has attained the age of sixty-two (62) years, may elect to receive reduced pension benefits as long as he lives, computed on the basis of four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership, reduced by six and two-thirds percent (6⅔%) for each year or part thereof the said "A" member was under the age of sixty-five (65) at the date of his retirement. The election of this option must be made on a form prescribed by the I.S.T. and will become effective on the date he is placed on pension. The election of this option shall be irrevocable.

(c) *Optional Spouse's Benefit.* Each "A" member retired under Section 1(a), Section 1(b), or Section 2 may, in lieu of the payment of pensions as outlined above, elect to receive a reduced pension as long as he lives, with the provision that after his death one-half of such reduced pension shall continue to be paid to his spouse thereafter as long as such spouse survives him. The amount of such reduced pension payable under this election shall be actuarially equivalent to the pension otherwise payable. This election is effective on the date the member is placed on pension except in the event the

member and the member's spouse are subsequently divorced or in the event the member's spouse subsequently predeceases the member, in which case the benefit payable to the member shall be recalculated and shall be equal to the unreduced benefit that would have been provided under Section 1(a), 1(b), or 2, as the case may be. This recalculated benefit shall commence the month of January 2002 for those members who became divorced or whose spouses predeceased them prior to or on December 31, 2001; and for all other members, as of the last day of the month next following either the date of the divorce or the death of the spouse.

Sec. 2. *Disability Pension.* An "A" member of the I.B.E.W. who is totally disabled and has continuous good standing of twenty (20) or more years immediately preceding his application shall receive disability pension benefits, if such application is approved after December 31, 2006, computed on the basis of four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership.

(a) Benefits will be paid commencing on the first day of the month in which it has been determined that the member became totally disabled, provided that no period of total disability shall be considered to commence before the "A" member has completed twenty (20) or more years in continuous good standing.

(b) The applicant for disability pension benefits must maintain his continuous good standing as an "A" member until the date of approval of his application by the I.E.C. and shall, in the event of such approval, receive a full refund of I.O. per capita tax from the date of commencement of his total disability. The period following the commencement of total disability shall not be counted in computing the amount of disability pension benefit.

Sec. 3. *Vesting.* An "A" member who has completed twenty (20) or more years of "A" membership in continuous good standing and who ceases being engaged in the electrical industry prior to the attainment of age sixty-five (65) shall, if an application is filed and approved after December 31, 2006, obtain a vested right to pension benefits, but not disability pension benefits or death benefits. This vested right will entitle him to receive, commencing at age sixty-five (65), pension benefits computed on the basis of four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership, less four dollars and fifty cents (\$4.50) per month for each year or part thereof the said "A" member was under the age of sixty-five (65) at the date his application was received. The applicant for vested pension rights must maintain his continuous good standing as an "A" member until the date of approval of his application by the I.E.C., and shall, in the event of such approval, receive a full refund of I.O. per capita tax from the month following receipt of his application. The period following the receipt of such application shall not be counted in computing the amount of vested pension rights. In no event shall any "A" member entitled to benefits under this Section 3 be paid a monthly pension benefit less than he would have received under the pension benefit provisions of the Constitution prior to January 1, 2007.

Sec. 4. *Death Benefits.* Upon the death of an "A" member, a death benefit shall be payable as follows:

(a) *Benefit Level.* Upon the death, after September 10, 2001, of a nonretired "A" member who then has at least six (6) months continuous and active good standing, the beneficiary to receive the death benefits payable under this paragraph shall be paid the sum of six thousand two hundred

fifty dollars (\$6,250.00) if the said "A" member died from natural causes, or the sum of twelve thousand five hundred dollars (\$12,500.00) if the said "A" member died by accidental means. However, no death benefit shall be payable upon the death of a nonretired "A" member if such member was more than two (2) months in arrears in per capita tax payments, unless it can be demonstrated that the arrearage was not the fault of the member in which case the death benefit shall be reduced by the amount of the arrearage. Upon the death from either natural causes or accidental means of an "A" member after December 31, 2001, who is retired under Section 1 or Section 2, the beneficiary to receive the death benefits shall be paid a sum computed by subtracting from six thousand two hundred fifty dollars (\$6,250.00) all pension benefits paid by the I.B.E.W. Pension Benefit Fund to the retired member. However, in no event shall the amount of the death benefit due as a result of the death of an "A" member retired under Section 1 or Section 2 be less than three thousand dollars (\$3,000.00), except as provided in Section 4(c). All death benefits payable under this provision are payable without interest.

(b) *Beneficiaries.* Upon the failure of any member to name an original beneficiary, or to name a new beneficiary after the death or inability to take of one previously named, the death benefit shall be payable to the following individual(s) in the indicated order of priority: 1) member's spouse; 2) member's children; 3) member's parents; and 4) member's estate. Every "A" member shall have the right to name the person or persons, including the member's estate, who are to be the member's beneficiary or beneficiaries under the death benefit provisions of the I.B.E.W. Pension Benefit Fund. Every

member shall have the privilege of changing beneficiaries. If the beneficiary entitled to the death benefit (either the beneficiary named by the "A" member or the individual(s) in the indicated order of priority stated above) cannot be located or does not file a claim for the death benefit within ninety (90) days after the date of death, the benefit may be paid to a contingent beneficiary or in the indicated order of priority stated above. If no valid claim is filed, no appropriate beneficiary can be located, and the member has no estate to which the benefit can be paid, the death benefit shall revert to the I.B.E.W. Pension Benefit Fund on the second anniversary of the member's death and no benefit will be paid subsequent to the reversion.

(c) *Set Off of Death Benefit.* If the I.B.E.W. Pension Benefit Fund has sent pension checks payable to the deceased member after the member's death as a result of a failure to notify the Fund of the death of the member, and the recipient of those pension checks has not returned them to the Fund, but retained the pension money, the Fund may set off from the death benefit, and refuse to pay to any beneficiary, the amount equal to the total amount of the pension overpayment.

*Sec. 5. Benefits of "A" members who have retired and/or died on or before December 31, 1991.* The pension benefits of an "A" member of the I.B.E.W., who has retired from the electrical industry and was placed on the pension rolls on or before December 31, 1991, shall be governed by the rules in effect as of the date they were placed on the pension rolls. Those rules are set forth in the I.B.E.W. Constitution as amended at the 33rd I.B.E.W. Convention at Toronto, Ontario, September 1986.

#### *Sec. 6. General Provisions.*

(a) *Continuous Good Standing.* Any period of membership used in determining eligibility or in computing benefits shall include only consecutive years of "A" membership in good standing in the I.B.E.W., except that years of membership when on pension or disability pension shall not be counted. Any member that transfers from "A" membership status to "BA" membership status, or who is dropped from membership after six (6) months' delinquency in per capita tax payments, or who has accepted honorary withdrawal status, shall not be considered in good standing for purposes of determining eligibility for, or in computing benefits under, this article. In addition, a member shall not be eligible for pension approval while such member has an outstanding L.U. trial board assessment. Provided further that, if a member who has been granted a normal pension, an early retirement pension, a disability pension, or a vested pension right returns to the electrical industry and "A" membership, a benefit based on the period of continuous "A" membership after such return shall be added to the amount of his previous normal pension, early retirement pension, disability pension, or vested pension right.

(b) *Waiver.* Any member who desires to waive any portion of his pension, either monthly or yearly, may do so by notifying the I.S.T. Any portion of the pension so waived will not be returned to the pensioner at a later date.

(c) *Per Capita Tax of Members on Pension, Disability Pension, or with a Vested Pension Right.* The per capita tax owed by "A" members who are approved for normal, early, disability or vested pension benefits under this article is hereby waived.

(d) *Prohibition of Work.* It is a condition for admission to pension benefits, including vested pension rights and the continuation thereof, that the member shall not perform any work of any kind coming under the I.B.E.W.'s jurisdiction either for compensation or gratis for anyone, except that a member may work as an instructor in an I.B.E.W. recognized apprenticeship program, or as an electrical inspector for a governmental authority where electrical inspectors are not covered by an approved I.B.E.W. collective bargaining agreement. A retired member shall be permitted to attend L.U. meetings, and, with the L.U.'s approval, have a voice at such meetings, but shall not have a vote; provided, that a member who comes off pension and returns to the trade prior to a L.U. election shall not be permitted to vote in the L.U. election for a period of one hundred twenty (120) days following his return to the trade. He shall observe his obligation of membership and show due obedience to I.B.E.W. laws and the bylaws of its L.U.'s.

(e) *Non-Assignment of Benefits.* No member, pensioner, or beneficiary shall have the right to assign, transfer, sell, mortgage, encumber, or pledge any pension or death benefits, and such assignment, transfer, sale, mortgage, encumbrance, or pledge shall be void and of no effect whatsoever. So that such benefits shall not in any way be subject to any legal process, execution, attachment, or garnishment or be used for the payment of any claim against any member, pensioner, or beneficiary, or be subject to the jurisdiction of any bankruptcy court or insolvency proceedings by operation of law or otherwise, the I.E.C. shall have the right to postpone any payment under this Plan to a pensioner or beneficiary.

(f) *Computation of Pension Benefit.* The period of continuous good standing employed in calculating a member's

pension benefit shall be computed as of his anniversary date, which is the first day of the month in which such member is initiated as an "A" member of the I.B.E.W., or in which such member transfers from "BA" membership status to "A" membership status or in which such member returns to "A" membership status from honorary withdrawal status or from vested pension status. A member earns a year of good standing by maintaining membership from one anniversary date up to his next anniversary date.

(g) *Forfeiture.* Members who have been expelled from membership or who have resigned from membership (other than with an approved vested benefit) forfeit all rights in any pension or death benefits payable from the Fund.

(h) *Interpretations, Definitions, and Decisions.* The I.E.C. is hereby granted discretionary authority to make definitions of the terms used in this article of the Constitution and to make interpretations of or construe these constitutional provisions and its rules and regulations, which shall be final and binding. The I.E.C. is also granted discretionary authority to determine eligibility for benefits and the decisions of the I.E.C. on all questions arising hereunder, including cases of eligibility for, and computation of the amount of, benefits shall be final and binding. No benefits are authorized other than those expressly stated in the I.B.E.W. Constitution and the rules and regulations of the I.E.C.

Sec. 7. Members on Participating Withdrawal Cards who have maintained their continuous good standing in the I.B.E.W., and who make application for pension benefits, shall be governed and their applications handled in the same manner as active members of L.U.'s, except that notice of application shall be given to the L.U. that issued the withdrawal

card to the member. Members on honorary withdrawal status shall not be entitled to a pension or death benefit under this article.

Sec. 8. Any member violating any of the provisions of this article, or any member aiding or abetting a member to do so, after investigation by the I.E.C. and being found guilty, may be permanently barred from ever participating in these benefits, and may be suspended, expelled, or assessed as the I.E.C. may decide.

Sec. 9. The procedures for applications for benefits and for making determinations thereon shall be as prescribed in the rules and regulations of the I.E.C.

## **ARTICLE XII      PAYMENTS TO INTERNATIONAL SECRETARY-TREASURER**

Sec. 1. Any L.U. hereinafter organized shall pay to the I.S.T. five dollars (\$5.00) for each "A" member admitted as a charter member. The five dollar (\$5.00) fee shall be divided, with three dollars (\$3.00) paid to the General Fund and two dollars (\$2.00) paid to the Pension Benefit Fund.

Any L.U. hereinafter organized shall pay to the I.S.T. one dollar and fifty cents (\$1.50) for each "BA" member admitted as a charter member except as may be otherwise decided by the I.P.

Each such L.U. shall receive free of cost the initial supplies.

The charter of new L.U.'s may be kept open for the reception of additional charter members for sixty (60) days after permanent organization, during which time applicants shall pay the amounts paid by the other charter members.

The charter shall not again be opened except by consent of the I.P., and the admission fee shall be the amount approved by the I.P.

Sec. 2. L.U.'s already organized shall pay to the I.S.T. fifty percent (50%) of the admission fees collected from all new members, but the maximum fee to the I.S.T. shall not be more than sixty dollars (\$60.00).

Sec. 3. Fifty percent (50%) of any difference in admission fees collected by L.U.'s from members of the I.B.E.W. shall be sent to the I.S.T., but the maximum fee to the I.S.T. shall not be more than sixty dollars (\$60.00).

Sec. 4. L.U.'s shall pay the I.S.T. one half of the ten dollar (\$10.00) reinstatement fee collected from "A" members in arrears. "BA" members shall pay a three dollar (\$3.00) reinstatement fee, one half of which shall be sent to the I.S.T. All members, before reinstatement, shall pay all arrearages to the date of reinstatement.

Sec. 5. Each L.U. shall pay to the I.S.T., as per capita tax, the amounts set forth in Article IX.

If any member is in arrears for dues to the L.U. and later pays such dues, the per capita tax for each month shall be paid to the I.S.T.

Should a member take out a Traveling Card, his per capita tax must be paid for the full life of the card at the time it is taken out. This must be sent to the I.S.T. with the next per capita tax payments sent after the card has been issued.

Withdrawal card members shall pay such amounts as set forth in Article IX.



Sec. 6. All per capita tax collected from members shall be in the hands of the I.S.T. or in the mail on or before the tenth (10th) of the following month.

Sec. 7. Any L.U. three (3) months in arrears in its payments to the I.S.T. may be suspended, and shall be reinstated only upon payment of an assessment, in an amount determined appropriate by a policy developed by the I.S.T., in addition to making its reports and remittances in full to the I.S.T.

Sec. 8. Payments due the I.S.T. shall be held in the treasury as a standing appropriation and do not require any vote of the L.U. to be sent to the I.S.T.

Sec. 9. A system of bookkeeping approved by the I.S.T. shall be used in all L.U.'s and the books and supplies shall be furnished at cost by the I.S.T.

Sec. 10. Any member holding good standing immediately prior to the first of the month in which the member enters the military service for the first time or is recalled to such military service, under the laws of the United States or Canada, shall be issued a Military Service Card by the F.S. of his L.U. on application by such member.

One designated portion of the card shall be forwarded to the I.S.T. by the F.S. of the L.U. with the next per capita report filed on behalf of the L.U.

The member receiving such a card, upon being released or discharged from military service, shall within sixty (60) days thereafter deposit it with the F.S. of the L.U. that issued the card and resume payment of L.U. dues and per capita tax. Any member who fails to deposit such card and resume payment of L.U. dues and per capita tax within the time specified

above shall no longer be entitled to the privileges set forth in this section.

All members on Participating Withdrawal Cards who enter military service shall be covered by this section, except that the Military Service Card shall be issued to them by the I.S.T.

Any member who remains in or re-enters military service, without being required to do so, shall not be entitled to retain the Military Service Card, nor shall such member be issued a new one in such circumstances; provided, however, that a member serving or reenlisting in the National Guard or in the military reserves may retain the Military Service Card benefit whenever called to active duty.

During the period that any member holds a valid Military Service Card, such member shall not be required to pay dues or per capita tax, but shall retain all membership privileges, including, but not limited to, eligibility to be a candidate for L.U. office or for International Convention delegate. In addition, all "A" members holding a valid Military Service Card shall maintain their continuous good standing and entitlement to all "A" members' benefits provided by the Pension Benefit Fund.

When a L.U. provides local benefits, it shall decide whether any member issued a Military Service Card shall continue to be covered by such benefits. However, the I.B.E.W. shall in no manner be held responsible regarding the payment or nonpayment of local benefits.

## ARTICLE XIII

## LOCAL UNION CHARTERS

Sec. 1. A L.U. may be organized by not less than ten (10) electrical workers or employees coming under the I.B.E.W.'s

jurisdiction. The I.S.T. shall grant a charter when authorized by the I.P.

Sec. 2. The type of work and the territory or jurisdiction covered by a charter must be defined in approved L.U. bylaws. The I.P. has the right and power to divide or change the territory or jurisdiction covered by any L.U., or to take charge of and direct certain jobs or projects in or passing through any territory, when in the judgment of the I.P. such should be done.

Sec. 3. The I.P. has the right and the power to merge or amalgamate L.U.'s in any community or section where the facts, developments, or conditions—in the judgment of the I.P.—warrant such action, also to decide the terms or details of any merger or amalgamation when the L.U.'s involved cannot or do not agree.

Sec. 4. When a L.U. does not—in the judgment of the I.P.—organize or protect the jurisdiction or territory awarded it, then its charter may be suspended or revoked by the I.P. and a new L.U. established or the jurisdiction or territory awarded to another L.U. or L.U.'s.

Sec. 5. When there is more than one branch of workers under I.B.E.W. jurisdiction represented in a L.U., the members of each branch shall define their own scale of wages, hours, and working conditions.

(However, this section shall not apply when different branches, divisions, or classifications come under one (1) blanket agreement. When these come under one (1) agreement, they shall vote as a group.)

Sec. 6. Units may be established within a L.U. by provision in the L.U. bylaws when its jurisdiction covers more

than one (1) city, town, or community, or includes in its membership employees engaged in several of the branches, divisions, or classifications of the electrical industry.

A unit is to assist the L.U. in giving service to the membership and shall have no power or duties not provided in the L.U. bylaws. All unit officers and committees shall be under the supervision of the L.U. and its executive board.

Sec. 7. "A" and "BA" members may transfer from one type of membership to another in accordance with the bylaws of a L.U. but must retain such changed membership for not less than twelve (12) consecutive months, except when change is made necessary on account of transferring to a different type of work.

Sec. 8. The I.P. is empowered to authorize L.U.'s to cover such "A", "BA," or "A" and "BA" types of membership as, in his judgment, the progress of the I.B.E.W. demands. The authorized coverage shall be stated in the L.U. bylaws.

Sec. 9. Any employee engaged in work coming under the jurisdiction of I.B.E.W. charters, as above indicated and as interpreted by the I.P., may become a member of any L.U. subject to all the provisions of the Constitution.

Sec. 10. "BA" members shall not participate in the funds or benefits established and maintained under Article XI.

#### ARTICLE XIV

#### RAILROAD SYSTEM COUNCIL CHARTERS

Sec. 1. Railroad System Councils shall be formed and composed of railroad L.U.'s of the I.B.E.W., as conditions require and as decided by the I.P.

Sec. 2. Each council must be chartered by the I.P. The I.S.T. shall grant such charters when authorized by the I.P. The type of work and the territory or jurisdiction covered by a charter must be defined in the approved bylaws. The I.P. has the right and power to divide or change the territory or jurisdiction covered by such charter when in his judgment such should be done to advance the interests of the I.B.E.W. on railroads.

#### **Rules for Railroad System Councils**

Sec. 3. The method of representation in Railroad System Councils shall be determined by the L.U.'s affiliated therewith. However, each delegate to the council shall be elected in the same manner as are the officers of the L.U. he represents.

Sec. 4. Such councils shall charge a per capita tax for their support and for proper handling of their business on railroads, and such per capita tax shall not be less than one dollar (\$1.00) a month from the members of railroad L.U.'s.

Sec. 5. The secretary of each council shall furnish to its L.U.'s and to the I.S.T. a quarterly financial report showing all receipts and disbursements.

Sec. 6. Each council shall adopt bylaws and rules to meet the needs of, or to protect and advance the interests of, the I.B.E.W. on railroads. Such bylaws or rules shall in no way conflict with this Constitution. Where any doubt appears, this Constitution shall be supreme. All bylaws, amendments or rules, all agreements, jurisdiction, *etc.*, of any and all kinds, shall be submitted in duplicate form to the I.P. for his approval.

Sec. 7. No such council shall put into effect, nor shall its officers, general chairman, or representative put into effect or allow to be put into effect, any bylaw, amendment, rule, or agreement of any kind without first securing approval of the I.P. All these shall be null and void without such approval, and the I.P. has the power to correct bylaws, amendments, rules, and agreements to conform to this Constitution and the policies of the I.B.E.W.

Sec. 8. Each council shall cooperate in the manner directed by the I.P. with such organizations as he may decide.

Sec. 9. When the I.P. deems it necessary to protect or advance the interests of I.B.E.W. members on railroads, or to organize or protect their jurisdiction, the I.P. is empowered to require such councils to employ a full-time general chairman, or a sufficient number of assistant general chairmen to cover the jurisdiction or territory involved.

Sec. 10. The general chairman of each such council shall be held responsible to the council and to the I.P. for results in organizing his territory, for establishing friendly relations with representatives of the railroads, and in protecting the jurisdiction of the I.B.E.W. He shall attend all meetings of the Executive Board of the council. It shall be his responsibility to keep accurate statistics—or to see that such statistics are kept—as required by the I.P., and to cooperate fully with the Research Department of the I.B.E.W.

Where a council has more than one general chairman, or representative, one shall be elected to be in full charge. He shall appoint any additional general chairmen, representatives, or assistants, and these shall work directly under him and be subject to his authority. He may discharge them at any

time. When a representative or assistant is dismissed by the general chairman in charge, he shall not be reemployed or paid by the council in any capacity during the term of office of the general chairman in charge without his consent.

Sec. 11. The officers, general chairmen, and representatives of such councils shall be guided and governed by the same rules—where such apply to them—which guide and govern the officers and representatives of the L.U.'s of the I.B.E.W.

Sec. 12. The I.P. has the power at any time to enter any situation or controversy involving a council, and his decision shall be accepted by such council and its officers, subject to appeal to the I.E.C. and I.C.

#### **ARTICLE XV RULES FOR LOCAL UNIONS**

Sec. 1. No L.U. shall meet more than twice monthly unless specifically called. Special meetings may be called only by the business manager, railroad general chairman, or the L.U. Executive Board.

Sec. 2. Each L.U. shall adjourn its meetings not later than 11 p.m. prevailing time, and no other meetings shall be held on the same day or night. Any action taken after this hour shall be null and void. Anyone presiding over the meeting shall be held personally liable and subject to penalty from the I.P. for permitting a violation of this provision. (When a L.U.'s members are engaged in operations of a continuous nature, and it is impossible or impractical to comply with the above provision, the I.P. may grant special dispensation in such cases.)

Sec. 3. Any L.U. failing to hold a regular meeting for a period of one (1) month shall forfeit its charter, unless it

shows good cause for not doing so. Seven (7) members in good standing shall constitute a quorum, provided the L.U. has a membership of seventy-five (75) or more. If the L.U. has less than seventy-five (75) members, then five (5) shall constitute a quorum.

Sec. 4. L.U.'s shall affiliate, or shall not affiliate, with state, provincial, central, or trades councils or bodies, as decided by the I.P.

Sec. 5. No L.U. shall allow any member who becomes an electrical employer, a partner in an electrical employing concern, a general manager, or other managerial position, to hold office in the L.U. or attend any of its meetings, or vote in any election of a L.U. The L.U. may allow such a member to continue his membership in the L.U., or the member may apply to the F.S. for a withdrawal card. It shall require a majority vote at a meeting to grant such card. But the L.U. has the right to require such a member to take out a withdrawal card if it so decides.

Sec. 6. L.U.'s are empowered to make their own bylaws and rules, but these shall in no way conflict with this Constitution. Where any doubt appears, this Constitution shall be supreme. All bylaws, amendments and rules, all agreements, jurisdiction, *etc.*, of any kind or nature, shall be submitted to the I.P. for approval. No L.U. shall put into effect any bylaw, amendment, rule, or agreement of any kind without first securing such approval. All these shall be null and void without I.P. approval. The I.P. has the right to correct any bylaws, amendments, rules, or agreements to conform to this Constitution and the policies of the I.B.E.W. Bylaw amendments shall be submitted to the I.V.P. of that district, who will forward them to the I.P. with his recommendations.

The number of copies of agreements, and the method of their submission, shall be determined by the I.P.

Approval of L.U. collective bargaining agreements by the I.P. does not make the International a party to such agreements unless the I.P. specifically states in writing that the International is a party to any such agreement.

Sec. 7. This Constitution and the rules herein shall be considered a part of all L.U. bylaws and shall be absolutely binding on each and every L.U. member.

Sec. 8. All L.U. bylaws or rules in conflict with this Constitution and the rules herein are null and void.

Sec. 9. Except when decided otherwise by the I.P., agreements between L.U.'s and employers must contain a condition that the L.U. is part of the I.B.E.W. and that a violation or annulment of an agreement with any L.U. annuls all agreements entered into with the same employer, corporation, or firm and any other L.U. of the I.B.E.W.

Sec. 10. All L.U.'s shall be compelled to live up to all approved agreements unless broken or terminated by the other party or parties, which fact shall first be ascertained by the I.P. No agreement of any kind or nature shall be abrogated without sanction of the I.P.

Sec. 11. No L.U. shall allow its members to work for any employer in difficulty with it or any other L.U. of the I.B.E.W., or directly with the I.B.E.W., providing the I.P. has recognized such difficulty.

Sec. 12. No L.U. shall cause or allow a stoppage of work in any controversy of a general nature before obtaining consent of the I.P. The I.P., or his representative, has the power

at any time to enter any situation or controversy involving a L.U. or any of its members, and the decision of the I.P., direct or through his representative, shall be accepted by the L.U. and its officers, subject to appeal to the I.E.C. and I.C.

Sec. 13. No L.U. shall by any action, law, rule, agreement, or understanding refuse to furnish members to, or prevent their members working for, outside employers who have work within their jurisdiction, under the same working conditions and wages that the L.U. members work for local employers, provided that such outside employers recognize the I.B.E.W. as the collective bargaining agent on their other work.

Sec. 14. Each L.U. has the power to adopt, or subscribe to, an apprenticeship system, training program, or helper rules, as the conditions may require. However, such shall not conflict with applicable standards or policies of the I.B.E.W. or to which it is a party.

After such an apprentice has worked one (1) year in the jurisdiction of the L.U., he shall be admitted into the I.B.E.W. through the L.U. without further action by the L.U.

Apprentices, helpers, and groundmen may or may not have a voice and vote at L.U. meetings or elections as the L.U. decides and as provided in the L.U. bylaws.

No apprentice shall be eligible to hold any office in the L.U., except that a member who was previously eligible to hold office in the L.U. shall remain eligible if he entered an apprenticeship program for the purpose of upgrading his classification.

Sec. 15. Each L.U. shall have a safety and health committee which shall: investigate and report serious accidents



and fatalities; cooperate with the I.O. on safety and health matters; promote safety and health; and cooperate with safety and health organizations as determined by the L.U. and as directed by the I.O. Each L.U. shall investigate and report to the I.O. all serious lost-time accidents and fatalities. Reports shall be submitted using the web-based, electronic version of Form 173, I.B.E.W. Report of Occupational Injury, Illness or Fatality. Nothing in this section, or in the activities of the safety and health committee, is intended to create any right or obligation enforceable by individual members or employees against the L.U., the I.B.E.W., or members of the committee.

Sec. 16. Each L.U. shall establish the amount of its admission fee subject to approval of the I.P. Such fees must be stated in the L.U. bylaws; and in case of a dispute, the fees recorded in the bylaws shall be conclusive of the correct amount.

Sec. 17. In no case shall a L.U. charge any member of the I.B.E.W. an examination fee.

Sec. 18. No L.U. shall send out, or approve the sending out of, financial appeals of any kind without first having consent of the I.P. No L.U. shall recognize or pass upon any financial appeals, *etc.*, it may receive without such appeals having received approval of the I.P.

Sec. 19. Whenever the I.P. deems it necessary to protect or advance the interests of a L.U. and the I.B.E.W., or to organize and protect its jurisdiction, the I.P. may require the L.U. to employ a sufficient number of representatives to cover the jurisdiction or territory involved.

Sec. 20. Railroad L.U.'s shall join Railroad System Federations and System Councils where such are formed.

Railroad L.U.'s must contribute to the support of and conform to the laws of Railroad System Councils where such are formed. Railroad L.U.'s shall cooperate in the manner directed by the I.P.

Sec. 21. L.U.'s outside the railroad industry may form System Councils for bargaining purposes, with approval of the I.P., and shall do so when directed by the I.P. Where formed, the L.U.'s affected or involved shall affiliate, and remain so, and shall pay for the support of, and conform to the approved bylaws of, such System Councils.

The I.S.T. shall grant a charter to such System Council when authorized by the I.P. The type of work and the territory or jurisdiction covered by the charter must be defined in the approved bylaws. Each delegate to the System Council shall be elected in the same manner as are the officers of the L.U. he represents.

Such System Councils, and their officers and representatives, shall be subject to and be governed by the same rules and laws (where such apply to them) as appear in this Constitution for L.U.'s.

Sec. 22. No L.U. shall withdraw from the I.B.E.W. or dissolve as long as five (5) members in good standing object thereto. Before withdrawal, written notice must be given to the I.P., and all books, papers, charters, funds, and all property are to be forwarded to the I.S.T.

Sec. 23. L.U.'s, Railroad System Councils, or System Councils whose charters have been revoked or suspended for violation of this Constitution, or for noncompliance with decisions rendered by proper International authority, shall have no right or power to take any action, except actions necessary

to comply with the Constitution or decisions rendered by proper I.B.E.W. authority. After such action has been taken, no further action can be taken until notice from the I.P. is received that the revocation or suspension has been terminated.

Sec. 24. No L.U., or its officers, employees, or representatives, is authorized to act on behalf of the I.B.E.W. or shall be deemed an agent of the I.B.E.W., except upon specific authorization granted by the I.P.

Sec. 25. The Examining Board shall supervise the examination of all applicants for membership to determine their qualifications for the trade, except for those selected as apprentices under provisions of the collective bargaining agreement. They shall review such qualifications of members as provided in Article XIX of this Constitution.

The Board shall meet at least quarterly to supervise the examination of applicants when there are applicants to be examined. The Board shall retain all records of examinations given for at least two (2) years.

The report on the results of all examinations shall be furnished to the Executive Board and the L.U. by the Examining Board.

#### **Parliamentary Rules**

1. The chairman may save time in deciding certain questions by asking if there are any objections. If there are none, he shall declare an action adopted.

2. He shall not allow any member of the L.U. to speak more than once on the same subject until all members desiring the floor have spoken, and not more than twice, and not

more than seven (7) minutes at any one time, except those making reports.

3. Sectarian discussions shall not be permitted under any circumstances.

4. When members desire all talk or debate stopped and a vote taken, they may call for the previous question. When this is done it shall be put to a vote at once in this form: "Shall all debate be closed and the main question voted upon?" If this carries by a majority vote, then a vote shall be taken at once on the question before the meeting.

5. An appeal may be taken at the meeting on any ruling of the chairman, but not when a question of law is involved. When an appeal is taken to the meeting, the chairman shall state it in these words: "Shall the decision of your chairman be upheld?" The member making the appeal shall then state his grounds, and the chairman shall give the reason for his decision. The vote shall then be taken without further debate.

6. A question can be reconsidered only at the same meeting or at the next regular meeting. If reconsidered at the same meeting, a majority vote is sufficient. If reconsidered at the next meeting, a two-thirds (2/3) vote is required. A motion to reconsider must be made and seconded by two (2) members who voted with the majority.

7. A motion can be amended only twice.

8. If a motion has been amended, then the amendment shall be voted upon first. If more than one (1) amendment has been offered, then the vote shall be first on the amendment to the amendment; next on the amendment to the motion; and last on the original motion.

9. Motions to lay on the table, or to read a paper or document, or to adjourn, are not debatable.

10. All resolutions and resignations must be submitted in writing.

11. All other parliamentary questions not decided in these rules shall be decided by *Robert's Rules of Order Newly Revised*.

#### ARTICLE XVI OFFICERS OF LOCAL UNIONS

Sec. 1. Each L.U. shall have a president, vice president, recording secretary, financial secretary, treasurer, and Executive Board of not more than seven (7) nor less than three (3) members, provided that where deemed necessary for better representation in the L.U., the Executive Board may, with the consent of the I.P., have more than seven (7) members and, if the L.U. so decides, an Examining Board of not more than five (5) nor less than three (3) members. The members of the Examining Board are elected; however, they are not considered L.U. operating officers.

Sec. 2. L.U.'s requiring a local business representative or representatives shall elect one (1) person to be known as a business manager. He shall appoint any and all other representatives or assistants. These shall work directly under him and be subject to his authority. He may discharge them at any time. When a representative or assistant is discharged by the business manager, he shall not be reemployed or paid by the L.U. in any capacity during the term of office of such business manager without his consent. However, this does not disqualify any discharged assistant or representative from running for office at the next election. The business manager

shall be the principal officer of the L.U., and all other L.U. officers shall cooperate with the business manager and shall not work in conflict with him.

Sec. 3. Each L.U. shall also have a press secretary, registrar, and as many inspectors and door foremen as the L.U. president deems necessary. These shall not be considered officers and shall be appointed by the president. They shall perform such duties as he directs. He may remove any of them and appoint others at any time.

Sec. 4. No other local offices shall be created without consent of the I.P.

Sec. 5. No L.U. shall combine the office of financial secretary and treasurer unless by special dispensation from the I.P.

Sec. 6. In each L.U. whose members participate in the Pension Benefit Fund, no member shall be eligible to serve as F.S. unless he is also a participant in the Pension Benefit Fund, unless this requirement is waived by the I.P.

Sec. 7. No L.U. shall allow dues to officers or appointees for services rendered, but the L.U. may fix such salaries for them as it decides.

Sec. 8. The officers shall serve three (3) or four (4) year terms as the L.U. bylaws may provide, or until their successors are qualified.

Sec. 9. Nominations for officers shall be held in the month of May of election years as provided in the L.U. bylaws. However, the I.P. may grant special dispensation to hold the nominations in a different month when he is satisfied good cause is shown. Where such change is to continue, the month shall be stated in the L.U.'s bylaws. Any member nominated

can withdraw his name any time prior to the election, either by announcement at the meeting of the L.U. or by notifying the L.U. president in writing.

Sec. 10. No member shall be nominated for office unless he is present or signifies his willingness in writing, nor shall he be eligible for any office unless he has been a member in continuous good standing at least two (2) years in the L.U. immediately prior to nomination, provided the L.U. has been in existence for this length of time. When it is impracticable or impossible for a L.U. to elect officers with the required standing, the I.P. may grant special dispensation. A member must be in good standing between the time of nomination and installation and, if elected, must remain in good standing while serving in office, unless the I.P. grants special dispensation when circumstances warrant, such as a clerical error or emergencies beyond the control of the member, preventing the timely payment of dues.

The two (2) year membership requirement shall not be applicable to members of L.U.'s affiliated with System Councils who are employed by a single employer and who transfer between L.U.'s within a System Council, provided, however, that any such member must have been a member in continuous good standing for two (2) years in at least one of the L.U.'s affiliated with the System Council involved.

Sec. 11. The L.U. shall decide the manner in which the nominations and elections shall be held, and such shall be stated in the L.U. bylaws. This shall not conflict with the I.B.E.W. Constitution. There shall be one (1) judge and as many tellers as are required, and the method of selection shall be stated in the L.U. bylaws. The election judge and tellers must have been members in continuous good standing in the L.U. at least two (2) years immediately prior to

nominations, provided the L.U. has been in existence for this length of time. Election observers must be members eligible to vote in the election.

Sec. 12. Elections of officers shall be held in the month of June of election years as provided in the L.U. bylaws. However, the I.P. may grant special dispensation to hold the elections in a different month and to extend the time for conducting the elections when he is satisfied good cause is shown. Where such change is to continue, the month shall be stated in the L.U.'s bylaws. Each L.U. shall set a definite date and time for the elections.

All elections shall be decided for the candidate receiving the most votes, unless the L.U. bylaws provide otherwise.

However, election to the L.U. Executive Board or Examining Board shall be decided for the candidates receiving the most votes. Where a majority of the votes cast is required and no candidate receives such majority, a run-off election will be held between the two (2) candidates receiving the highest number of votes. The time for holding a run-off election shall be stated in the L.U. bylaws, where a majority vote is required.

Sec. 13. The installation of officers shall occur at the first meeting held in July following the elections. However, the I.P. may grant special dispensation for a different time for the installation of officers when he is satisfied good cause is shown. When such dispensation is granted, the time shall be stated in the L.U.'s bylaws.

Sec. 14. Any officer failing to discharge the duties of his office for two (2) consecutive meetings, unless satisfactory excuse is given in writing, shall have his office or position de-

clared vacant by the L.U. president, and the Executive Board shall then fill such vacancy until the next regular election.

Sec. 15. When it is decided by proper authority, and in accordance with these laws, that any L.U. officer shall be suspended or removed from office, then the L.U. president shall at once declare such office vacant. If this applies to the president, then the vice president shall declare his office vacant.

Sec. 16. Vacancies occurring in any L.U. office and the Examining Board shall be filled by the L.U. Executive Board until the next regular election, except when filled by the I.P. The eligibility requirements for election to the office shall apply. Vacancies in the position of press secretary, registrar, door foreman, or inspector shall be filled by the L.U. president.

Sec. 17. During the temporary absence of any officer, the president shall appoint a member to serve pro tem. In the absence of the president, the vice president shall automatically perform his duties. In the absence of both the president and the vice president, the recording secretary shall call the L.U. meeting to order and the L.U. shall name a temporary chairman. (This does not apply to the business manager.)

Sec. 18. All officers, at the expiration of their terms of office, shall deliver to their successors all books, papers, money, and other property in their possession belonging to the I.B.E.W. or the L.U. and shall not be relieved from their bond or obligation until this has been done.

Sec. 19. All officers, appointees, or employees shall turn over all books, papers, and property of the L.U. in their possession to the I.P. or his representative upon his demand.

Sec. 20. No officer of a L.U., Railroad System Council, or System Council shall improperly use, or allow anyone to improperly use, the mailing list of members to communicate with them regarding union politics or candidates for union office. Any officer having such a list shall be held personally liable for its misuse.

## ARTICLE XVII

## DUTIES OF LOCAL UNION OFFICERS

### President

Sec. 1. The L.U. president shall be held responsible for the strict enforcement of this Constitution and the rules herein and the L.U. bylaws. He shall be held personally liable and subject to penalty by the I.P. for failure to conduct orderly meetings or failure to carry out the responsibilities and duties imposed upon him herein.

He is empowered and shall do as follows:

(a) Preside at all meetings of the L.U. and see that each meeting is promptly adjourned not later than 11 p.m. prevailing time. When he deems it necessary to preserve order, he shall appoint members to aid him in doing so and in carrying out his rulings.

(b) He shall promptly have removed from the meeting room any intoxicated member, any disturber, or anyone not conducting himself in an orderly way, or anyone who disturbs the harmony or peace of the meeting, or who fails promptly to abide by his rulings or the action of the meeting. He shall suspend from attendance at any meeting any member who commits any of these offenses, for the balance of



such meeting, and he shall see to it that such member shall not be allowed to reenter the meeting for the remainder of the meeting. He may repeat the sentence of suspension at any subsequent meeting at which an offender persists in such conduct.

(c) He shall decide all questions of order according to the parliamentary rules stated herein, and have the deciding vote in case of a tie, and see that all assessments are paid and all penalties enforced.

(d) He shall appoint all committees; act as an ex-officio member of all committees; appoint all delegates to central, trades, and political councils or bodies with which the L.U. is affiliated. Where the L.U. has a business manager, then he and any of his assistants shall be named by the president as delegates to the Building and Construction Trades Council and to the Metal Trades Council; and he shall appoint the registrar as delegate to conferences of bodies on political education and activity with which the L.U. is affiliated. The president shall consult and cooperate with the business manager (where the L.U. has one) on all appointments.

(e) He shall see that all committees perform the duties assigned to them within a reasonable time. He shall promptly remove any committee member not performing his duties and appoint another.

He shall see that the registrar promotes political education and activity as determined by the L.U.; keeps such records as are found to be necessary to encourage all members to register and vote; and keeps the membership informed on candidates worthy of support and pending legislation of vital importance to the country, the community, and the members of the L.U.

(f) He shall either appoint an auditing committee of three members, or he or the L.U. Executive Board, as the L.U. decides, shall employ a public accountant to reconcile the books and accounts of the L.U. every three (3) months. He shall inspect the bank book or books of the treasurer to see that L.U. moneys turned over to the treasurer have been properly and promptly deposited in the name of the L.U.

In addition, he shall employ a certified public accountant to perform an annual independent audit of the books and accounts of the L.U., in accordance with U.S. generally accepted auditing standards or their international equivalent; provided, however, should the L.U. believe it would be cost prohibitive to conduct such an annual independent audit, the L.U. can request a waiver from the I.S.T.

(g) He shall see that all funds of the L.U. are deposited in a reputable bank or banks in the name of the L.U., subject to withdrawal by check signed in the name of the L.U. and countersigned by the president and treasurer, and see that no disbursements are made except on an order countersigned by the R.S. and himself after action of the L.U. However, no action of the L.U. is necessary to pay regular or standing bills such as rent, salaries, and payments due the I.S.T.

(h) He shall notify in writing any bank, or all banks, in which the L.U. makes deposits, that the L.U. empowers the I.P. to stop withdrawal of any L.U. funds when in the judgment of the I.P. such action is necessary to protect the L.U. and its members. He shall notify such bank or banks that they are to honor and abide by any notice from the I.P. to stop withdrawals should the occasion arise. He shall send to the I.S.T. a copy of such letter or notice to any bank or banks to be made a matter of record.

(i) He shall see that the amount of bonds on the L.U. officers and employees is sufficient to protect the L.U. against any loss. The minimum bond shall be five-thousand dollars (\$5,000), and the bonds are to be made through the I.O.

(j) He shall cooperate with the business manager of the L.U., if the L.U. has one, and shall not work in conflict with him. Where the L.U. has no business manager, the duties normally performed by the business manager shall be performed by the president, who is then both president/business manager, except where the L.U. is affiliated with a Railroad System Council or has a general chairman. The president shall keep accurate statistics, or see to it that such statistics as required by the I.P. are kept by the F.S. or person designated, and shall cooperate fully with the Research Department of the I.B.E.W.

He shall perform such other duties as are prescribed herein, or may be assigned to him by his L.U. when such duties are not in conflict with this Constitution and these rules.

#### **Vice President**

Sec. 2. The vice president shall assist the president in the discharge of his duties and shall fill his place in case of the president's absence and perform such other duties as are required by this Constitution and the bylaws of the L.U.

#### **Recording Secretary**

Sec. 3. The R.S. shall keep correct minutes of each meeting of the L.U.; answer all correspondence in accordance with instructions given him by the L.U. or the president; make out all orders on the treasurer for the payment of authorized bills;

notify the I.S.T. of all changes in officers, giving names and addresses; and perform such other duties as are directed by the president or required by this Constitution and the bylaws of the L.U.

#### **Financial Secretary**

Sec. 4. The F.S. shall keep such books and records, and issue such receipts, as are required or approved by the I.S.T. He may, when necessary and when approved by the L.U., employ an assistant or assistants. He shall be responsible for all moneys collected by the L.U. until such funds are turned over to the treasurer or deposited in the L.U.'s bank account without delay. When he deposits any L.U. funds, he shall furnish the treasurer with the bank record of all such deposits not later than the close of the month. He shall make known to the L.U. the receipts received at such time as the L.U. decides. He shall mail to the I.S.T. the per capita report, and the money due, by the tenth (10th) of the month, unless special arrangements with the I.S.T. are made. (The L.U. shall be responsible to the I.S.T. for such payments.) If the F.S. fails to do this as required, the L.U. may be assessed an amount determined appropriate by a policy developed by the I.S.T. He shall keep a record of each member, the full name and address, and notify the I.S.T. of all suspended or expelled members.

Sec. 5. The F.S. of each railroad L.U. shall also collect all moneys and fees due Railroad System Councils, and forward these to the council secretary on or before the tenth (10th) of the month. He shall make reports on official triplicate forms provided by the I.S.T., sending one to the council secretary, one to the I.S.T., and keeping one for the L.U. records. He

shall also send on or before the tenth (10th) of the month a list giving the complete standing of members, showing members admitted, those leaving with Traveling Cards, suspended, expelled, or dropped from the rolls, and those not working.

Sec. 6. The F.S. shall submit his books and records for inspection or audit when called upon by the I.P., the I.S.T., the L.U. president, or Executive Board.

#### **Treasurer**

Sec. 7. The treasurer shall receive from the F.S. all moneys collected or the bank record of money deposited in the L.U.'s bank account and give proper receipt for the same. He shall deposit all L.U. moneys turned over to him by the F.S. in a bank or banks designated by the L.U. in the name of the L.U. He shall make no disbursements without sanction of the L.U., except for payments of regular or standing bills such as rent, salaries, and payments to the I.S.T., which do not require a vote of the L.U., and upon an order or warrant signed by the president and the R.S. He shall make an itemized statement to the L.U. as and when required by the L.U. or the president. He shall submit his books and records for inspection or audit when called upon by the I.P., the I.S.T., the L.U. president, or Executive Board.

#### **Business Manager (Where a L.U. has one)**

Sec. 8. The business manager shall be the principal officer of the L.U. and shall be held responsible to the L.U. and to the I.P. for results in organizing his jurisdiction, for establishing friendly relations with employers, and for protecting the jurisdiction of the I.B.E.W. It shall be his responsibility to keep accurate statistics, or to see that such statistics as re-

quired by the I.P. are kept, and shall cooperate fully with the Research Department of the I.B.E.W. The business manager or his designee shall serve as a permanent member of the negotiating committee and serve as a trustee on all trust funds of the L.U. provided for in the collective bargaining agreements. He shall attend all meetings of the L.U. Executive Board and have a voice but no vote. He shall have such authority and perform such other duties as are provided in this Constitution or may be provided for in the L.U. bylaws.

#### **Executive Board**

Sec. 9. The L.U. Executive Board shall meet between regular meetings of the L.U. It shall have the power to take any action that the L.U. can take, and which should be taken prior to the next regular meeting of the L.U. Matters referred to the board by the business manager, or any of his assistants or the general chairman of a Railroad System Council, shall take precedence over all other matters before the board.

Sec. 10. A quorum of the board shall consist of the majority of its members.

Sec. 11. The board shall see that all members, officers, or others who are not entitled to remain in the board meetings, shall retire after they have been heard and submitted their business to the board. When a board member is directly interested or involved in any case before the board, he or she shall retire.

Sec. 12. The Executive Board shall act as the trial board; hear all charges; and try all members, except officers and representatives of L.U.'s, Railroad System Councils, and System Councils, for any violation of this Constitution, or the bylaws and working rules of the L.U. (See Article XXV.)

No board member shall sit in a case that affects his own employer or that involves a member working for the same employer. In such case, the board member shall be disqualified and the president of the L.U. shall appoint a substitute or substitutes. If the president is a member of the board and is disqualified, then the vice president shall appoint a substitute or substitutes. If the vice president is also disqualified, then the substitute or substitutes shall be named by the remaining board members. The portion of this paragraph that refers to an employer shall not apply to those L.U.'s where at least seventy-five percent (75%) of the membership is in the employ of one employer.

The board may reopen and reconsider any case or cases, when it feels the facts or circumstances justify doing so, any time within thirty (30) days from the date the decision was rendered, and it shall do so when directed by the I.V.P. or I.P.

Sec. 13. The board shall submit a report of its actions and findings to each regular meeting of the L.U. for approval, except that no approval or disapproval is to be made or action taken by the L.U., nor is any discussion to be allowed when the board reports on the cases of members charged with violations of this Constitution or the bylaws and working rules of the L.U.

Sec. 14. The Executive Board shall cooperate fully with other officers and the representatives of the L.U. to the end that the interests of the L.U. and its members may be properly protected and advanced. The board shall perform such other duties as are outlined in this Constitution or as may be provided for in the bylaws of the L.U.

## ARTICLE XVIII DUES-ASSESSMENTS-FUNDS

Sec. 1. L.U.'s shall collect dues from members either monthly or quarterly in advance. The L.U. monthly dues shall be not less than fifty cents (\$.50) in addition to applicable per capita tax and assessments due the I.Q.

Sec. 2. All assessments imposed shall be charged by the F.S. against the member as regular dues and must be paid within the time required to protect the member's continuous good standing and benefits.

Sec. 3. No assessment shall be levied by the L.U. except by a majority vote of the members present, and no assessment can be ordered upon the night of its introduction, but must be laid over for at least two (2) weeks for consideration.

Sec. 4. All disbursements must be on an order drawn by the treasurer signed by the president and recording secretary. However, no action of the L.U. is necessary for payment of regular or standing bills such as rent, salaries, and payments to the I.S.T.

Sec. 5. The funds and property of a L.U. shall be used only for such purposes as are approved by the I.P., or as are specified in this Constitution and as may be necessary to transact, properly manage, and conduct its business.

Sec. 6. The funds and property cannot be divided among the members individually, except in the form of such benefits as may be provided by the L.U. after approval of the I.P.

Sec. 7. The funds and property are for the legitimate purposes of the L.U. while five (5) members remain therein. Should a L.U. finally dissolve, its charter, books, papers, and funds shall at once be forwarded to the I.S.T.

## ARTICLE XIX QUALIFICATIONS OF MEMBERS

Sec. 1. Any worker coming under the I.B.E.W.'s jurisdiction, of good character and not less than sixteen (16) years of age, is eligible for membership, provided he passes a satisfactory examination when required to do so by the L.U.

Sec. 2. If, after being admitted to membership, it is later found upon investigation that a member is not sufficiently acquainted with the branch or type of work on which he is engaged to earn or command the established wages, then a L.U. can, through its Executive or Examining Board or a specially appointed committee, require such member to revert to the proper apprentice grade and pay rate, to attend electrical study classes, or devote time toward becoming a competent, properly informed electrical mechanic or employee.

## ARTICLE XX ADMISSION OF MEMBERS

Sec. 1. No L.U. can admit an applicant who does not reside in, or who is not employed at the trade, in the jurisdiction of the L.U., unless the L.U. is directed to admit him by the I.P.

No L.U. can admit any applicant who formerly was a member of the I.B.E.W., or who was suspended or expelled by, or indebted to any L.U., without consent of the I.S.T. and without first consulting the last L.U. of which the applicant was a member in regard to his character and record. The I.P. shall decide any case in dispute.

No L.U. can admit any applicant for membership who is a member of another L.U. except as a traveler under the provisions of Article XXIII. No person may be a member of more than one L.U. at any one time.

Sec. 2. Each applicant for membership shall fill out an application blank furnished or approved by the I.S.T. and answer all questions. The original application or a copy must be sent to the I.S.T.

Sec. 3. The acceptance of an application for membership, and the admission of the applicant into any L.U. of the I.B.E.W., constitutes a contract between the member, the L.U., and the I.B.E.W., and between such member and all other members of the I.B.E.W.

Sec. 4. Each applicant admitted, shall, in the presence of members of the I.B.E.W., repeat and sign the following obligation:

"I, (name), in the presence of members of the International Brotherhood of Electrical Workers, promise and agree to conform to and abide by the Constitution and laws of the I.B.E.W. and its L.U.'s. I will further the purposes for which the I.B.E.W. is instituted. I will bear true allegiance to it and will not sacrifice its interest in any manner."

Sec. 5. The obligation card signed by the applicant shall be sent to the I.S.T.

The L.U. shall have each applicant, except as provided in Section 10 of this article, take the obligation before a regular meeting or outside the regular meeting in the presence of the president or the vice president or the business manager or the business manager's designated representative or the recording secretary.

Sec. 6. Each applicant shall pay the admission fee fixed by the bylaws of the L.U. to which he applies, or such fee as approved by the I.P. and ten percent (10%) or more of such



fee must accompany the application. Admission must be completed within ninety (90) days after application is made.

Sec. 7. The names of all applicants shall be read or posted at a regular meeting of the L.U. The president shall appoint a committee to pass and report upon the applications, or the Executive Board may perform this function as the L.U. may decide.

Sec. 8. If the applicant or applicants are reported upon favorably, a ballot or vote may be taken as the L.U. may decide, except as provided in Article XV. If an applicant(s) is rejected, his or their names shall not again be proposed for membership for six (6) months, and the admission fee shall be returned to the applicant. If an applicant is rejected for membership and the reasons for rejection are found to be without just cause, the L.U. shall be directed by the I.P. to immediately accept the applicant into membership.

Sec. 9. Any candidate failing to present himself for admission within one (1) month after his election and notification thereof, unless he gives good and sufficient reasons, forfeits his admission fee and cannot again be proposed for six (6) months.

Sec. 10. Any worker or employee coming under the I.B.E.W.'s jurisdiction and residing where there is no L.U., who can qualify according to this Constitution, may become a member by filling out a regular application and sending it to the L.U. having jurisdiction; and, if accepted, he shall sign the obligation card and send it to the L.U.

The I.S.T. may accept such an applicant directly if he feels there are good reasons for doing so.

Sec. 11. In the case of an organizing campaign, Sections 7, 8, and 9 of this article may be waived by the I.P.

## ARTICLE XXI

## MEMBERS IN ARREARS

Sec. 1. No member is entitled to notice of the monthly or quarterly dues of his L.U., nor of arrearages, but must take notice when payments are due.

Sec. 2. When a member's working card has expired, he at once, without notice, stands suspended from all L.U. benefits.

Sec. 3. Any member indebted to his L.U. for three (3) months' dues, or having any past due indebtedness to the I.B.E.W. for per capita tax or assessments, shall stand suspended, and the L.U. may refuse to accept dues from any member who is indebted to it. Such member cannot be reinstated until all indebtedness has been paid, unless waived by the L.U. However, dues cannot be waived.

(However, when any "BA" member is working under an agreement requiring monthly payment of dues, a grace period of only twenty-one (21) days—after the first of the month following the indebtedness—shall be allowed unless the grace period is extended by the L.U. involved.)

Sec. 4. Any member indebted to his L.U. for six (6) months' full dues shall be dropped from membership by the F.S. and cannot become a member in good standing again in the I.B.E.W. except by joining as a new member.

(However, when any "BA" member is working under an agreement requiring monthly payment of dues, a grace period of only twenty-one (21) days—after the first of the month following the indebtedness—shall be allowed before

being dropped from membership, unless the grace period is extended by the L.U. involved.)

Sec. 5. A member who has been assessed by a L.U. trial board, who is appealing the assessment and making the required monthly payments in accordance with Article XXV, Section 13, retains his good standing status until the appeal process in Article XXV has been exhausted.

Sec. 6. Members who are suspended forfeit all rights and previous standing in the I.B.E.W., including any pension or death benefits payable from the Pension Benefit Fund.

#### **ARTICLE XXII REINSTATEMENT OF MEMBERS**

Sec. 1. Any member suspended for being in arrears for three (3) months, but less than six (6) months, may apply for reinstatement.

Sec. 2. Any member in arrears, if eligible for reinstatement, shall pay his L.U. all arrearages and assessments, and reinstatement fees. "A" members shall pay a reinstatement fee of ten dollars (\$10.00) and "BA" members shall pay a reinstatement fee of three dollars (\$3.00). Half of all such fees are to be sent to the I.S.T. In addition, all "A" members shall pay a pension reinstatement fee of twenty dollars (\$20.00), all of which shall be forwarded to the I.S.T. for the Pension Benefit Fund. Reinstated members shall retain their former card number. Any reinstated applicant shall be subject to the limitations imposed by this Constitution.

Sec. 3. A reinstated member shall not be entitled to any L.U. benefits until six (6) months after reinstatement.

Sec. 4. Reinstated members' standing in the I.O. shall be the same as that of new members except as provided in Section 5 of this article.

Sec. 5. For pension purposes only, an "A" member suspended because of an arrearage in his dues who is reinstated pursuant to the provisions of the Constitution, shall be restored to the continuous good standing he enjoyed prior to his suspension.

#### **ARTICLE XXIII**

#### **TRAVELING CARDS**

Sec. 1. Any member working in a different L.U.'s jurisdiction shall be admitted to its meeting, provided that he presents his official receipt for dues showing he is a member in good standing and he identifies himself as the rightful owner of such receipt, but he will have no voice or vote at such meeting, except as required by law.

Any member visiting a different L.U. may be admitted to its meeting at the option of the L.U., provided that he presents his official receipt for dues showing he is a member in good standing and identifies himself as the rightful owner of such receipt, but he will have no voice or vote at such meeting.

Sec. 2. Any member desiring to transfer his membership may apply to the F.S. for a Traveling Card for a stated time not to exceed three (3) months. This card shall be null and void unless deposited in some L.U. or renewed by the L.U. granting it on or before the date of its expiration. No fraction of a month shall be recognized, and all cards must date from the first day of the month and expire on the last day of the month.

When the member has changed his classification during this absence, his home L.U. is required to accept his card and change his classification back to the same classification he had when he left his home L.U.

No L.U. shall collect any difference in admission fee from a member who was admitted by the L.U. and who has maintained his continuous good standing in the I.B.E.W. during his absence from the L.U., except in cases where the L.U. permits a change of classification on his return to the L.U., and the L.U. has established a difference in fees between the two (2) classifications.

Sec. 11. The member's dues shall begin the first of the month after acceptance of his card. Any dues paid in advance of this date shall be returned to him by his former L.U. less the per capita tax.

Sec. 12. Any member leaving the jurisdiction of a L.U. owing just debts to it shall be required to pay up to the rate of not less than one dollar (\$1.00) for each day worked and shall pay up within six (6) months of notice or be dropped from membership. The indebtedness shall be collected by the F.S. of the L.U. in which the member has deposited his card. In no case shall a new Traveling Card be issued to such member until his indebtedness is paid.

Sec. 13. A member admitted on a Traveling Card shall not vote on questions of agreement, trouble, or wages, until six (6) months after his card has been accepted, nor shall he be permitted to vote in the L.U. election unless he has been a member in that L.U. sixty (60) days prior to the election.

This section shall not be applicable to members of L.U.'s affiliated with Railroad System Councils or System Councils

who are employed by a single employer and who transfer between L.U.'s within the council, provided, however, any such member must have been a member in continuous good standing in one of the L.U.'s affiliated with such council for six (6) months or sixty (60) days as specified above.

#### ARTICLE XXIV WITHDRAWAL CARDS— PARTICIPATING AND HONORARY

Sec. 1. Any member who becomes an electrical employer, a partner in an electrical employing concern, a general manager, or any other managerial position, or who retires from his trade, may apply to the F.S. for a withdrawal card. It shall require a majority vote at a meeting to grant such card. But the L.U. has the right to require such a member to take out a withdrawal card if it so decides.

Sec. 2. Any member receiving a Participating Withdrawal Card and desiring to maintain his standing in the I.B.E.W. shall deposit the duplicate portion of the withdrawal card in the I.O. and pay his per capita tax in advance to the I.S.T., as well as any I.O. assessments, and he shall be entitled to all benefits of the I.B.E.W. as long as he complies with its laws and maintains his continuous good standing. The Participating Withdrawal Card shall not entitle the holder to any L.U. benefits or admittance to any L.U. meeting. Upon returning to the trade, the recipient of this card shall deposit it in the L.U. which issued it. No member on participating withdrawal is entitled to notice of any payments due the I.O.

Sec. 3. Any member not desiring to maintain his standing who retires from the trade or is unemployed, or in such other cases as may be decided by the L.U., may be issued

an Honorary Withdrawal Card provided dues are paid for the previous month or the current month if the application is made after the fifteenth (15th) of such month.

Upon returning to the trade, or again becoming employed, and having complied with this article, he shall deposit his withdrawal card in the L.U. that issued it and continue membership by paying the current month dues. No new initiation fee is necessary, except that any "A" member shall pay the two dollar (\$2.00) fee as required in Article IX, Section 5.

Sec. 4. "BA" members not employed under the jurisdiction of the L.U. for at least a month can be shown as on honorary withdrawal without actual issuance of the card, unless the L.U. bylaws provide otherwise. Officers of the L.U. are not entitled to withdrawal status without forfeiture of their office.

However, a "BA" member, shown as on honorary withdrawal or having an Honorary Withdrawal Card not exceeding two (2) months, may retain his continuous good standing in the L.U., and eligibility for L.U. office and as delegate to the I.C., by paying dues for the months of unemployment before becoming indebted to his L.U. for three (3) months' dues had he been employed.

Sec. 5. The validity of any withdrawal card shall be dependent upon the good conduct of the member. It can be annulled by any L.U. or by the I.P. for violation of the laws of the I.B.E.W., or the bylaws and rules of any L.U., or for working with or employing nonmembers of the I.B.E.W. to perform electrical work, or for any action of the holder detrimental to the interests of the I.B.E.W. Membership in the I.B.E.W. is automatically terminated upon annulment of any withdrawal card.

A member on withdrawal may be subject to charges, trial, and appropriate penalty in accordance with provisions of this Constitution.

## ARTICLE XXV

## MISCONDUCT, OFFENSES, AND PENALTIES

Sec. 1. Any member may be penalized for committing any one or more of the following offenses:

(a) Violation of any provision of this Constitution and the rules herein, or the bylaws, working agreements, or rules of a L.U.

(b) Having knowledge of the violation of any provision of this Constitution, or the bylaws or rules of a L.U., yet failing to file charges against the offender or to notify the proper officers of the L.U.

(c) Obtaining membership through fraudulent means or by misrepresentation, either on the part of the member himself or others interested.

(d) Engaging in activities designed to bring about a withdrawal or secession from the I.B.E.W. of any L.U. or of any member or group of members, or to cause dual unionism or schism within the I.B.E.W.

(e) Engaging in any act or acts that are contrary to the member's responsibility toward the I.B.E.W., or any of its L.U.'s, as an institution, or which interfere with the performance by the I.B.E.W. or a L.U. with its legal or contractual obligations.

(f) Working for, or on behalf of, any employer, employer supported organization, or other union, or the representatives

of any of the foregoing, whose position is adverse or detrimental to the I.B.E.W.

(g) Wronging a member of the I.B.E.W. by any act or acts (other than the expression of views or opinions) causing him physical or economic harm.

(h) Entering or being present at any meeting of a L.U., or its Executive Board, or any committee meeting while intoxicated, or drinking intoxicants in or near any such meeting, or carrying intoxicants into such meeting.

(i) Disturbing the peace or harmony of any L.U. meeting or meeting of its Executive Board, using abusive language, creating or participating in any disturbance, drinking intoxicants, or being intoxicated, in or around the office or headquarters of a L.U.

(j) Making known the business of a L.U., directly or indirectly, to any employer, employer supported organization, or other union, or to the representatives of any of the foregoing.

(k) Fraudulently receiving or misappropriating any moneys of a L.U. or the I.B.E.W.

(l) Causing or engaging in unauthorized work stoppages or strikes or other violation of the laws and rules of the I.B.E.W. or its L.U.'s.

(m) Willfully committing fraud in connection with voting for candidates for L.U. office, or for delegates to conventions.

(It shall not be considered an offense when a L.U. mails out or posts in a conspicuous place a sample of the official ballot to be used in any L.U. election. However, the sample shall not carry any markings of any kind except that the word "SAMPLE" shall appear prominently across the face of the

ballot. The sample shall otherwise be an exact duplicate of the official ballot to be used.)

(1) Notwithstanding the above, and in addition to the sample ballot, a L.U. may distribute an official publication which shall list all candidates for L.U. office, together with a factual record of activities within the L.U., committee assignments performed, offices held and experience gained for and on behalf of the L.U. This publication shall be prepared under the supervision of the duly designated L.U. Election Board.

(2) The distribution of this official L.U. publication, properly prepared as set forth above, shall not be in violation of Article XVI, Section 20.

(n) Soliciting advertising for yearbooks, programs, *etc.*, when the name of a L.U. or the I.B.E.W., or the names or pictures of L.U. or International Officers appear in such matter without consent of the I.P. Any member, any officer, or representative of any L.U., or other organization coming under the I.B.E.W.'s jurisdiction, shall be held liable for allowing individuals or agencies to solicit such advertising without consent of the I.P. or for in any way violating this provision.

(o) Failure to install or do his work in a safe, workmanlike manner, or leaving work in a condition that may endanger the lives or property of others, or proving unable or unfit mentally, to learn properly his trade.

(p) Causing a stoppage of work because of any alleged grievance or dispute without having consent of the L.U. or its proper officers.

(q) Working for any individual or company declared in difficulty with a L.U. or the I.B.E.W., in accordance with this Constitution.



(r) Willfully committing fraud in connection with obtaining or furnishing credentials for delegates to the I.C. or being connected with any fraud in voting during the I.C.

(s) Allowing another person to use, or altering in any manner, his membership card, receipt, or other evidence of membership in the I.B.E.W.

Any member convicted of any one or more of the above named offenses may be assessed or suspended, or both, or expelled.

If an officer or representative of a L.U. is convicted of any one or more of the above named offenses, he may be removed from office or position, or assessed or suspended, or both, or expelled.

If a member, or officer or representative of a L.U., is assessed and fails to pay the assessment, a lawsuit may be filed to collect the unpaid assessment.

#### **Charges and Trials**

Sec. 2. All charges, except against officers and representatives of L.U.'s, shall be heard and tried by the L.U. Executive Board, which shall act as the trial board in accordance with Article XVII. A majority vote of the board shall be sufficient for decision and sentence.

(This section shall not be construed to conflict with the power of the I.P. or the I.E.C. to take action in certain cases as provided in Articles IV and VIII.)

Sec. 3. All charges against a member or members must be presented in writing; signed by the charging party; and specify the section or sections of this Constitution, the by-

laws, rules, or working agreement allegedly violated. The charges must state the act or acts considered to be in violation, including approximate relevant dates or places.

Sec. 4. Charges against members must be submitted to the R.S. of the L.U. in whose jurisdiction the alleged act or acts took place within sixty (60) days of the time the charging party first became aware, or reasonably should have been aware, of the alleged act or acts. The charges shall be read out but not discussed at the next regular meeting of the L.U. following the filing of the charges. The R.S. shall immediately send a copy of such charges to the accused member at his last known address together with written notice of the time and place he shall appear before the trial board.

Sec. 5. The trial board shall proceed with the case not later than forty-five (45) days from the date the charges were read at the L.U. meeting or Executive Board meeting. The board shall grant a reasonable delay to the accused when it feels the facts or circumstances warrant such a delay. The accused shall be granted a fair and impartial trial. He must, upon request, be allowed an active I.B.E.W. member in good standing to represent him.

Sec. 6. When the trial board has reached a decision, it shall report its findings, and sentence, if any, to the next regular meeting of the L.U. Such report or action of the board shall not be discussed or acted upon by the L.U. The action of the trial board shall be considered the action of the L.U., and the report of the board shall conclude the case, or cases, except for the accused having the right to appeal to the I.V.P., then to the I.P., then to the I.E.C., and then to the I.C. However, the board may reopen and reconsider any case or cases when it feels the facts or circumstances justify doing so any

time within thirty (30) days from the date the decision was rendered. The board shall reopen any case or cases when directed to do so by the I.V.P. or the I.P.

Sec. 7. If the accused willfully fails to stand trial—or attempts to evade trial—the trial board shall proceed to hear and determine the case just as though the accused were present.

#### **Trials of Officers and Representatives**

Sec. 8. All charges against an officer, Examining Board member, steward, or representative of a L.U. must be presented in writing; signed by the charging party; and specify the section or sections of this Constitution, the bylaws, rules, or working agreement violated. The charges must state the act or acts considered to be in violation, including approximate relevant dates and places; and must be made within sixty (60) days of the time the charging party first became aware, or reasonably should have been aware, of the alleged act or acts.

Such charges must be filed with the I.V.P. in whose district the L.U. is located where the alleged act or acts took place, or as directed by the I.P., should more than one district be involved.

(This section shall not be construed to conflict with the power of the I.P. or the I.E.C. to take action in certain cases as provided in Articles IV and VIII.)

Sec. 9. The I.V.P. shall pass upon and determine such cases, with the accused having the right of appeal to the I.P., then to the I.E.C., then to the I.C. Any such appeal, to be recognized, must be made within thirty (30) days from the date of the decision appealed from. No appeal from the I.V.P. shall suspend operation of any decision.

Sec. 10. The I.V.P. may require that all evidence, testimony, or statements be submitted to him in writing for review, decision, and sentence (if any) or he may hear the case in person. If he so decides, he may appoint a referee, who may or may not be a member, to take testimony and report to him.

Sec. 11. The I.V.P. may reopen any case or cases when there is new evidence or testimony, facts, or circumstances, which he feels are sufficient to justify such being done.

#### **Appeals**

Sec. 12. Any member penalized or otherwise disciplined by any L.U. trial board may appeal to the I.V.P. any time within forty-five (45) days after the date of the action of the L.U. trial board. A charging party may not appeal a L.U. trial board decision.

A copy of any appeal must be filed with the L.U.

Sec. 13. No appeal for revocation of an assessment shall be recognized unless the member has first paid the assessment, which he can do under protest. When the assessment exceeds fifty dollars (\$50.00), payments of not less than forty dollars (\$40.00) in monthly installments must be made until the assessment is paid or until a final decision on the appeal is made, whichever occurs first. The first monthly installment must be made within fifteen (15) days from the date of the decision rendered and monthly installments continued thereafter or the appeal will not be considered. A member who has been assessed by a L.U. trial board, who is appealing the assessment and making the required monthly payments in accordance with this section, retains his good standing status until the appeal process in this article has been exhausted.

Sec. 14. When a decision has been rendered by the I.V.P., it shall become effective immediately.

Sec. 15. No appeals from decisions of the I.V.P., or from the I.P., or from the I.E.C., shall be recognized unless the party or parties appealing have complied with the decision from which they have appealed. However, this section may be waived by the party making the decision if good and sufficient reasons are furnished and he is requested to do so.

Sec. 16. Appeals to the I.P., the I.E.C., and the I.C., to be considered, must be made within thirty (30) days from the date of the decision appealed from. (Appeals to the I.E.C. and to Conventions must be filed with the I.S.T.) If no appeal is made within thirty (30) days from the date that any decision is rendered, such decision shall be considered final. A charging party may not appeal a decision of the I.V.P., the I.P., or the I.E.C.

Sec. 17. When an appeal is taken above the I.V.P., only the evidence submitted in the original case of appeal shall be considered.

In cases where parties claim they have new and important evidence affecting a case in which a decision has been rendered, they may submit this within thirty (30) days to the authority who rendered the first decision, with a request that the case be reopened. Such authority shall decide whether the matter submitted justifies reopening the case.

## ARTICLE XXVI

## JURISDICTION

Sec. 1. The charter issued this organization by the American Federation of Labor states that it was granted "for the purpose of a thorough organization of the trade."

There must be a systematized knowledge of the science of electricity in all of its various applications of electron transfer and electromagnetism. This requires a thorough understanding of the many means of production, transference, control, and utilization of electricity and of the foundation or preparatory work to be performed. It is quite necessary, therefore, that the jurisdiction of the I.B.E.W. be recognized as one covering:

(a) The manufacture, assembling, construction, installation or erection, repair or maintenance of all materials, equipment, apparatus, and appliances required in the production of electricity and its effects.

(b) The operation, inspection, and supervision of all electrical equipment, apparatus, appliances, or devices by which the energy known as electricity is generated, utilized, and controlled.

(c) The manufacture, assembling, construction, installation or erection, repair or maintenance of all materials, equipment, apparatus, and appliances required in the transmission of data, voice, sound, video, and other emerging technologies (including fiber optics, high speed data cable, *etc.*).

Sec. 2. Electrical workers shall be organized under five (5) general branches of the I.B.E.W., namely: Outside and Utility Workers; Inside Electrical Workers; Communications Workers; Railroad Electrical Workers; and Electrical Manufacturing Workers.

Sec. 3. Keeping in mind progress for the I.B.E.W., and that all electrical work be done by its members, it is impractical to classify or divide jurisdiction of work in every detail between the various branches in this organization to meet all situa-

tions in all localities. Therefore, the classifications and divisions outlined below are necessarily of a general nature, and L.U.'s whose jurisdiction with other L.U.'s of the I.B.E.W., or whose agreements are harmonious and conducive to the progress of the I.B.E.W., shall not be disturbed. But when harmony and progress do not prevail, or when disputes arise, the I.P. shall determine what L.U. will do certain work or jobs, consistent with the progress and best interests of the I.B.E.W. in obtaining and controlling the work in question.

#### **Outside and Utility Workers**

Sec. 4. These shall include: foremen, linemen, electrical rail grinders, groundmen, and helpers; outside electrical inspectors, cable splicers, technicians, trimmers, maintenance men, and clerical workers; aerial and underground cable men and combination trouble men working for distributing companies; load dispatchers, metermen, station attendants, and switchboard operators in lighting and power stations; telephone switchboard operators and trouble men working for distributing companies; fire and police operators, maintenance and battery men, signalmen, and electrical layout men; and operators of electrical apparatus when generating, furnishing, or supplying electricity.

All employees of utility employers generating or producing or transmitting or distributing electricity, gas, or water.

They are to have jurisdiction over the following:

The operation, maintenance, and repair of equipment owned or operated by utility employers; all electrical construction work outside of isolated plants and the property lines of any given property, but not electric signs, and not

street electrical decorations, except when messenger or guy wire is necessary for support and when fed and controlled from the street.

Series arc lamps and wiring when fed and controlled from the street; all line work consisting of wood, concrete, or metal (or substitutes therefor) poles or towers, including wires, cables, or other apparatus supported therefrom; and line work in public, private, or amusement parks.

All work necessary to the assembling, installation, erection, operation, maintenance, repair, control, inspection, and supervision of all electrical apparatus, devices, wires, cables, supports, insulators, conductors, ducts, and raceways when part of distributing systems outside of buildings, railroads, and outside the directly related railroad property and yards; installing and maintaining the catenary and trolley work on railroad property and bonding of rails; all underground ducts and cables when they are installed by and are part of the system of a distributing company, except in power stations during new construction, including ducts and cables to adjacent switch racks or substations; and all outdoor substations and electrical connections up to and including the setting of transformers and connecting of the secondary buses thereto.

Renewable electrical energy sources such as solar photovoltaic, geothermal, wind, biomass, wave, *etc.*, and other distributed energy installations such as fuel cells, microturbines, *etc.*

#### **Inside Electrical Workers**

Sec. 5. These shall include: wiremen; technicians; fixture men; crane men; crane repair men; signal men; load dis-

patchers; trouble men; switchboard operators and erectors; operators of electrical apparatus when generating, supplying, or furnishing electricity for other than distributing companies; inside cable splicers; and picture machine operators when the machines are used for educational or advertisement purposes other than theatrical.

Inspectors, shop men, bridge operators, crane operators, meter testers and installers, inside battery men, fire and burglar alarm installers and repair men, marine electrical workers, glass tube benders, and pumpers.

They shall have jurisdiction over the following:

All electrical signs; all street electrical decorations when no messenger or guy wire is necessary for support; installation, construction, inspection, operation, maintenance, and repair of all electrical work in isolated plants and within property lines of any given property, and beginning at the secondary side of the transformer, except line work consisting of poles and towers, including wires or cables and other apparatus supported therefrom and except all outdoor substations as defined in Section 4 hereof.

When aerial wires or cables are used to provide electric current for buildings or structures within the property lines of any given property, the inside men's jurisdiction shall start immediately after the first point of attachment of such aerial wires or cables to such buildings or structures.

Renewable electrical energy sources such as solar photovoltaic, geothermal, wind, biomass, wave, *etc.*, and other distributed energy installations such as fuel cells, microturbines, *etc.*

## Communications Workers

Sec. 6. These shall include the following divisions and classifications:

(a) Radio, television, and recording engineers, technicians, operators, installers, inspectors, maintenance and repairmen and service men engaged in the application of electricity to the transmission and transference of voice, sound, and vision for commercial, educational, and entertainment purposes, excepting employees of common carrier companies.

They shall have jurisdiction over the following work:

The installation, operation, inspection, maintenance, repair, and service of radio, television, recording, voice, sound, and vision production and reproduction apparatus, equipment, and appliances used for domestic, commercial, educational, and entertainment purposes.

(b) Telephone and other workers, employed by common carrier communications companies, engaged in the erection, installation, operation, maintenance, repair, and service work associated with telephone and intercommunication electrical apparatus used in the transmission, transference, production, and reproduction of voice, sound, and vision in the public or private communications services supplied by common carriers.

They shall have jurisdiction over the following work:

The erection, installation, operation, maintenance, repair, and service of such telephone and intercommunication facilities, beginning at the first point of distribution or the first terminal inside of building or property lines.



### **Railroad Electrical Workers**

Sec. 7. Railroad electrical workers are those employed by railroad companies, including wiremen; technicians; fixture men; armature winders; meter men; electrical inspectors; switchboard operators; generator, motor, and substation attendants; electric crane operators; cable splicers; signal men and signal maintainers; power and telephone linemen and repairmen; ground men; electrical rail grinders; rail bonders; electrical bridge operators; battery men; radio and telecommunications workers; inside and outside electrical maintenance workers; and all other electrical workers employed by railroad companies.

They shall have jurisdiction over all electrical and communications work on the property or right-of-ways owned or operated by the railroad companies.

It is hereby provided, however, that under no circumstances shall they do any construction or reconstruction work where building trades mechanics are doing work in connection with it. Any dispute will be referred to the I.P. for decision.

### **Electrical Manufacturing Workers**

Sec. 8. These shall include: All employees of companies engaged in the manufacture of products, components, equipment, apparatus, machines, devices, and appliances used in the production, transmission, conversion, control, distribution, measurement, and utilization of electricity.

They shall have jurisdiction over the following:

All work performed by such employees in the manufacture, testing, rebuilding, and repair of these products on the premises of the company.

Sec. 9. All government workers may be organized under any of the above general branches of the I.B.E.W., as stated in Section 2.

## **ARTICLE XXVII**

## **AMENDMENTS TO THIS CONSTITUTION**

Sec. 1. This Constitution and the rules herein can be amended in three ways:

(a) By referendum, on petition of fifteen (15) L.U.'s of which no two (2) L.U.'s may be from the same state or province. Petitions may be submitted at any time; however, in convention years, all petitions for referendum must be received prior to March 1st. All petitions must be submitted to the I.S.T. Proposed amendments, before being submitted by the I.S.T. for vote, must have the approval of the I.E.C. A vote on any proposal taken by referendum shall be returned to the I.S.T. by each L.U. voting, within sixty (60) days from the date submitted. A majority of those voting shall be necessary to sustain any proposal. (L.U.'s may cast the vote of their members, if they so decide.) After receiving from the L.U.'s a record of votes cast for or against any proposal, the I.S.T. shall prepare for publication in the next issue of the I.B.E.W.'s official monthly publication a report of the exact votes for and against the proposed amendment. Amendments adopted by referendum shall become effective thirty (30) days after adoption.

(b) If the I.E.C. deems an amendment is necessary, it may have the I.S.T. submit the same to the L.U.'s for vote.

(c) By the majority vote represented at a regular session of the I.C., amendments adopted by the I.C. shall become effective thirty (30) days after adoption.

Sec. 2. The I.P. shall appoint a Law Committee consisting of eleven (11) delegates elected to the I.C., at least one from each I.V.P. district. These shall meet in the I.O. fifteen (15) days prior to the opening of the I.C. This committee shall consider all proposed amendments to be submitted to the I.C., and the committee shall have a printed report ready for the first day's session of the I.C.

Only proposed amendments and resolutions approved by L.U.'s and recommendations of International Officers shall be considered. All these must be submitted to the I.S.T. forty-five (45) days prior to the opening of the I.C.

The compensation of members of the Law Committee shall be fifty dollars (\$50.00) a day and reimbursement for actual expenses. This shall cease the day the I.C. opens.

Sec. 3. If any section of this Constitution or part thereof should be held inoperative or invalid by a tribunal of competent jurisdiction, the remainder of this Constitution, or the application of said section or part thereof to persons and circumstances, other than those to which it has been held invalid, shall not be affected thereby.

The I.E.C. shall have the authority to suspend the operation of such invalid section or part thereof in the event it is declared inoperative or invalid by a tribunal of competent jurisdiction. It is further authorized in those circumstances to substitute an appropriate and legal section for the invalid or inoperative section. The said revised section shall be reported to the next succeeding I.C. for its approval or disapproval.

The I.E.C. is also empowered to direct the I.S.T. in his compilation and editing of the new Constitution to make such changes as are necessary to correlate the subject matter.

Sec. 4. This Constitution was adopted in St. Louis, Mo., Nov. 1891. It was amended in Chicago, Ill., Nov. 1892; Cleveland, Ohio, Nov. 1893; Washington, D.C., Nov. 1895; Detroit, Mich., Nov. 1897; Pittsburgh, Pa., Oct. 1899; St. Louis, Mo., Oct. 1901; Salt Lake City, Utah, Sept. 1903; Louisville, Ky., Sept. 1905; Chicago, Ill., Sept. and Oct. 1909; Rochester, N.Y., Sept. 1911; Boston, Mass., Sept. 1913; St. Paul, Minn., Sept. and Oct. 1915; by referendum in Feb. 1916; Atlantic City, N.J., Sept. 1917; and by referendum in April 1918 and in March 1919. It was again amended in New Orleans, La., Sept. 1919; St. Louis, Mo., Sept. and Oct. 1921; Montreal, Quebec, Aug. 1923; Seattle, Wash., Aug. 1925; Detroit, Mich., Aug. 1927; Miami, Fla., Sept. 1929; and by referendum in March 1930. It was altered, amended, and revised in Washington, D.C., July 1930 and amended by referendum in April 1931, March 1933, March 1935, May 1935, July 1935, March 1937, and Dec. 1940. It was amended in St. Louis, Mo., Oct. 1941, and by referendum in Sept. 1943 and Dec. 1943. It was amended in San Francisco, Calif., Sept. 1946; and by referendum in April 1947 and July 1947. It was again amended in Atlantic City, N.J., Sept. 1948; Miami, Fla., Oct. 1950; and by referendum in June 1951, Jan. 1952, and Oct. 1952. It was further amended in Chicago, Ill., Aug. and Sept. 1954; and by referendum in July 1955, Nov. 1955, and Aug. 1957. It was amended in Cleveland, Ohio, Sept. and Oct. 1958. Amended March 1959 by the Executive Council as authorized by the 1958 Convention. It was amended in Montreal, Quebec, Sept. 1962; St. Louis,

Mo., Sept. 1966; and Seattle, Wash., Sept. 1970. Amended June 1972 by the Executive Council as authorized in Seattle, Wash., Sept. 1970. Amended in Kansas City, Mo., Sept. 1974. Amended in Atlantic City, N.J., Oct. 1978; amended April 1981 by the Executive Council; amended in Los Angeles, Calif., Sept. 1982; and amended June 1985 by the Executive Council. Amended in Toronto, Ontario, Sept. 1986; amended June 1988 by the Executive Council. Amended in St. Louis, Mo., Oct. 1991. Amended in Philadelphia, Pa., Sept. 1996. Select Committee recommendations adopted by referendum in March 1998. Amended in San Francisco, Calif., Sept. 2001. Amended in Cleveland, Ohio, Sept. 2006. Amended in Vancouver, British Columbia, Sept. 2011. Amended in St. Louis, Mo., Sept. 2016.

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Tenth District.. .. Brent E. Hall  
5726 Marlin Road, Suite 500  
Chattanooga, Tennessee 37411-4043

Eleventh District.. .. Curtis E. Henke  
6601 Winchester Avenue, Suite 150  
Kansas City, Missouri 64133

# INTERNATIONAL EXECUTIVE COUNCIL

Christopher Erikson, Chairman  
158-11 Harry Van Arsdale Jr. Avenue, Fourth Floor  
Flushing, NY 11365

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Fourth District . .. William W. Riley  
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Fifth District.. .. Frank J. Furco III  
28600 Bella Vista Parkway, Suite 1000  
Warrenville, Illinois 60555

Sixth District.. .. John E. Easton Jr.  
1475 N Loop West  
Houston, Texas 77008

Seventh District . .. Patrick Lavin, Secretary  
600 N Diamond Bar Boulevard  
Diamond Bar, California 91765

Eighth District . .. Ross Galbraith  
138 Neill Street  
Fredericton, New Brunswick, Canada E3A 2Z6

**From:** (b) (6), (b) (7)(C)  
**To:** [Watson, Timothy](#); [SM-Region 16, Fort Worth](#)  
**Cc:** [Bock, Richard](#); [Szapiro, Miriam](#); [Dodds, Amy L.](#); [Compton, Kayce R.](#); [Shorter, LaDonna](#); [Person, Robyn](#); [Sullivan, Joan A.](#)  
**Subject:** IBEW, Local 479 (Newtron Group), Case 16-CB-240231 (case closing email)  
**Date:** Thursday, October 17, 2019 8:37:35 AM

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This case was submitted for advice as to whether the Union violated Section 8(b)(1)(A) by failing to notify the Charging Party of the time and date of an internal Union hearing concerning a complaint he filed against another unit member alleging that the unit member was harassing the Charging Party. Following the delivery of the complaint, the Charging Party requested and was granted a reassignment to another jobsite. The Union's failure to notify the Charging Party of the hearing date caused (b) (6), (b) (7)(C) to miss the trial and (b) (6), (b) (7)(C) absence was one of the reasons cited by the Union for dismissing (b) (6), (b) (7)(C) internal complaint. Although the Union essentially admits it failed to notify the Charging Party of the date and time of the trial, the Union provided evidence that the Charging Party failed to sign (b) (6), (b) (7)(C) complaint, which is an express requirement provided for in the Union's bylaws. The Union has agreed to allow the Charging Party to refile (b) (6), (b) (7)(C) complaint and to provide a new internal trial with the attendant notification to all involved parties.

The Region should dismiss the charge, absent withdrawal. The Charging Party's complaint is unrelated to (b) (6), (b) (7)(C) terms and conditions of employment and (b) (6), (b) (7)(C) suffered no adverse employment action from the alleged harassment. Since the complaint concerns a wholly intraunion matter that does not impact the Charging Party's terms and conditions of employment or other policies imbedded in the Act, the Union's failure to notify (b) (6), (b) (7)(C) of the time and date of the hearing did not violate Section 8(b)(1)(A). *See Office Employees Local 251 (Sandia National Laboratories)*, 331 NLRB 1417, 1418–19 (2000) (internal union matter violates Section 8(b)(1)(A) where it impacts member's employment relationship, access to Board processes, involves unacceptable methods of union coercion, or otherwise impairs policies imbedded in the Act). However, we note that the General Counsel considers harassment that occurs on the job to implicate employees' interest as employees and thus to be within the purview of Section 8(b)(1)(A) and *Sandia* where internal union rules and processes fail to adequately address it. Accordingly, if issues raised in the Union's internal complaint process ultimately concern matters that touch upon the Charging Party's rights as an employee, and if that process fails to fairly vindicate those rights, then the Charging Party is invited to file a new charge.

This email closes this case in Advice as of today. Please feel free to contact us with questions or concerns.

---

(b) (6), (b) (7)(C)

Division of Advice  
National Labor Relations Board  
1015 Half St. SE  
Washington, DC 20570

(b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 16  
819 Taylor St Rm 8A24  
Fort Worth, TX 76102-6107

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (817)978-2921  
Fax: (817)978-2928

November 1, 2019

JIMMY BURK, BUSINESS MANAGER  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL UNION  
NO. 479  
1430 SPINDLETOP RD  
BEAUMONT, TX 77705

Re: International Brotherhood of Electrical  
Workers, Local Union 479  
(Newtron Group)  
Case 16-CB-240231

DEAR MR. BURK:

This is to advise that I have approved the withdrawal of the portion of the charge alleging the Union failed to notify a bargaining unit employee of the time and date of a trial board hearing concerning a complaint filed by the unit member and refused to make an information request to the Employer on behalf of the bargaining unit member.

The remaining allegations that the Union violated Section 8(b)(1)(A) of the Act by failing to process a bargaining unit member's discharge grievance in a perfunctory manner and refused to furnish information to the bargaining unit member, remain subject to further processing.

Very truly yours,

A handwritten signature in black ink, appearing to read "Timothy L. Watson", is written above the typed name.

TIMOTHY L. WATSON  
REGIONAL DIRECTOR

cc: (b) (6), (b) (7)(C)

MIKE DEFEE, PRESIDENT  
NEWTRON GROUP  
1905 INDUSTRIAL DR  
NEDERLAND, TX 77627





UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 16  
1919 Smith St., Ste. 1545  
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Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
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Fax: (281)228-5619  
E-mail: [marene.steben@nlrb.gov](mailto:marene.steben@nlrb.gov)

Agent's Direct Dial: (682)703-7489

November 13, 2019

GREG MACON, BUSINESS MANAGER  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL UNION NO. 479  
1430 SPINDLETOP RD  
BEAUMONT, TX 77705

Re: International Brotherhood of Electrical  
Workers, Local Union 479  
(Newtron Group)  
Case 16-CB-240231

Dear Mr. MACON:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on November 8, 2019. This letter discusses what the Union needs to do to comply with the Agreement.

**Post Notice:** Enclosed are 20 copies of the Notice to Employees and Members. In compliance with the Agreement, a responsible official of the Union, not the Union's attorney, must sign and date the Notices before posting them. **The Notices must be posted immediately upon receipt of this packet.** The Notices should be posted in the meeting room(s) and bulletin boards at the Hiring Hall located at 1430 Spindletop Ave., Beaumont, Texas 77705. The Union will keep all Notices posted for 60 consecutive days after the initial posting. Further, if the Union maintains bulletin boards at any of Newtron Beaumont L.L.C.'s (herein the "Employer") facilities in the Beaumont, Texas area, where employees are referred to work by the Union, the Union shall also post Notices on each such bulletin board during the posting period. The Union must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Union's place of business to inspect the Notices. **Upon posting the Notices, please notify the Compliance Officer at [marene.steben@nlrb.gov](mailto:marene.steben@nlrb.gov) or the Compliance Assistant at [tracy.williams-fisher@nlrb.gov](mailto:tracy.williams-fisher@nlrb.gov) the date the Notices were posted.**

**Electronic Mailing:** The Agreement provides that the Union will e-mail a copy of the signed and dated Notices to all bargaining unit employees represented by the Union and its local, Local 479. The message of the e-mail transmitted with the Notice will state: "We are distributing the attached Notice to Employees and Members to you pursuant to a Settlement Agreement approved by the Regional Director of Region 16 of the National Labor Relations

Board in Case 16-CB-240231." The Union will forward a copy of that e-mail, at the time that it is sent, transmitting the Notice to Employees and Members, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at [marene.steben@nrlrb.gov](mailto:marene.steben@nrlrb.gov).

**Mail Notice:** The Agreement provides that the Union will also duplicate in color and mail, at its own expense, a copy of the attached Notice to Employees and Members to all current employees and former employees who were employed by the Employer in the Beaumont, Texas area at any time since January 26, 2019. Those Notices will be signed by a responsible official of the Union and show the date of mailing. The Union will furnish the Compliance Officer with three signed and dated Notices, written confirmation of the date of actual mailing, together with a list of names and addresses of employees to whom the Notices were mailed.

**Certification of Posting:** Certification of Compliance forms are also enclosed. Certification of Compliance Part One should be completed and returned by not later than November 27, 2019 with three signed and dated original Notices. The Certification of Compliance Part Two should be completed and returned by not later than November 27, 2019.

**Remedial Actions:**

**Other Remedies:** The Agreement also provides that the Union will request Newtron Beaumont L.L.C. (Employer) accept and process the discharge grievance of (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) 2019, discharge and, if they agree, the Union will promptly process the grievance.

The agreement also provides that the Union will provide (b) (6), (b) (7)(C) the information (b) (6) requested on (b) (6), (b) (7)(C) 2019, related to (b) (6) grievance regarding (b) (6), (b) (7)(C) 2019, discharge.

Please read all the terms of the Settlement Agreement and Notice carefully, as the Union is expected to comply with all such provisions. If you have any questions or if I can assist you, please let me know.

**Closing the Case:** When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that the case has been closed on compliance. Timely receipt of the signed and dated

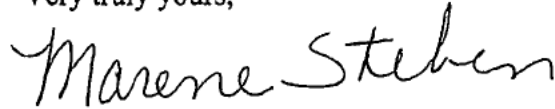
International Brotherhood of Electrical  
Workers, Local Union 479  
(Newtron Group)  
Case 16-CB-240231

- 3 -

November 13, 2019

Notice to Employees and Members and the Certifications of Compliance will assist the Region in closing the case in a timely manner.

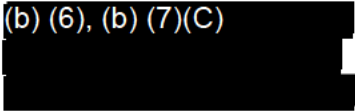
Very truly yours,



MARENE STEBEN  
COMPLIANCE OFFICER

Enclosures: Copy of Conformed Settlement Agreement  
Notices to Employees and Members  
Certifications of Compliance

cc: (b) (6), (b) (7)(C)





UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**International Brotherhood of Electrical Workers, Local Union 479  
(Newtron Group)**

**Case 16-CB-240231**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in meeting room(s) and bulletin boards at the Hiring Hall located at 1430 Spindletop Ave., Beaumont, Texas 77705. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. Further, if the Charged Party maintains bulletin boards at any of Newtron Beaumont L.L.C.'s (herein the "Employer") facilities in the Beaumont, Texas area, where employees are referred to work by the Charged Party, the Charged Party shall also post Notices on each such bulletin board during the posting period. The Regional Director will send copies of the signed Notices to the Employer whose employees are involved in this case, and request that the Notices be posted in prominent places at relevant worksites in the Beaumont, Texas area for 60 consecutive days from the date of posting.

**MAILING OF THE NOTICE** - The Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were employed by the Employer in the Beaumont, Texas area at any time since January 26, 2019. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

**E-MAILING NOTICE** - The Charged Party will e-mail a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all bargaining unit employees represented by the Charged Party and its local, Local 479. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees and Members to you pursuant to a Settlement Agreement approved by the Regional Director of Region 16 of the National Labor Relations Board in Case(s) 16-CB-240231." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at [marene.steben@nrlrb.gov](mailto:marene.steben@nrlrb.gov).

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees and Members made part of this agreement, that the Charged Party violated Section 8(b)(1)(A) of the Act by refusing to file a discharge grievance on behalf of (b) (6), (b) (7)(C) and refusing to furnish information to (b) (6), (b) (7)(C) related to (b) (6), (b) (7)(C) discharge grievance pursuant to (b) (6) information request. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the

(b) (6), (b) (7)(C)



Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_ No \_\_\_\_\_  
Initials Initials

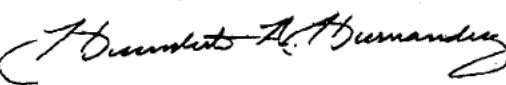
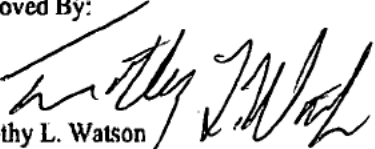
**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> <b>INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 479</b>	<b>Charging Party</b> (b) (6), (b) (7)(C)
By: Name and Title Date 11/06/19	By: Name and Title Date 11/06/19
/s/ Greg Macon	(b) (6), (b) (7)(C)
Print Name and Title below	
Greg Macon	(b) (6), (b) (7)(C)
Business Manager	Charging Party

(b) (6), (b) (7)(C)



Recommended By:	Date 11/07/19	Approved By:	Date
			11/8/19
Humberto A. Hernandez Field Examiner		Timothy L. Watson Regional Director, Region 16	

(b) (6), (b) (7)(C)

(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** restrain or coerce you in the exercise of the above rights.

**WE WILL NOT** fail to timely file or process grievances for (b) (6), (b) (7)(C), or any other bargaining unit employee, in an arbitrary or perfunctory manner, or for any other unlawful reason.

**WE WILL NOT** refuse to provide (b) (6), (b) (7)(C) with a copy of (b) (6) grievance file (b) (6) requested on (b) (6), (b) (7)(C) 2019, concerning (b) (6) discharge and **WE WILL NOT** refuse to provide any other bargaining unit employee with information requested concerning their grievance(s).

**WE WILL NOT** in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

**WE WILL** request Newtron Beaumont L.L.C. (Employer) accept and process the discharge grievance of (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) 2019, discharge and, if they agree, **WE WILL** promptly process the grievance.

**WE WILL** provide (b) (6), (b) (7)(C) the information (b) (6) requested on (b) (6), (b) (7)(C) 2019, related to (b) (6) grievance regarding (b) (6), (b) (7)(C) 2019, discharge.

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL UNION NO. 479**

(Labor Organization)

Case No. 16-CB-240231

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
(Representative) (Title)

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572).*

(b) (6), (b) (7)(C)

*Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

Telephone:  
Hours of Operation:

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

(b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**International Brotherhood of Electrical Workers, Local Union 479  
(Newtron Group)**

**Case 16-CB-240231**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in meeting room(s) and bulletin boards at the Hiring Hall located at 1430 Spindletop Ave., Beaumont, Texas 77705. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. Further, if the Charged Party maintains bulletin boards at any of Newtron Beaumont L.L.C.'s (herein the "Employer") facilities in the Beaumont, Texas area, where employees are referred to work by the Charged Party, the Charged Party shall also post Notices on each such bulletin board during the posting period. The Regional Director will send copies of the signed Notices to the Employer whose employees are involved in this case, and request that the Notices be posted in prominent places at relevant worksites in the Beaumont, Texas area for 60 consecutive days from the date of posting.

**MAILING OF THE NOTICE** - The Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were employed by the Employer in the Beaumont, Texas area at any time since January 26, 2019. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

**E-MAILING NOTICE** - The Charged Party will e-mail a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all bargaining unit employees represented by the Charged Party and its local, Local 479. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees and Members to you pursuant to a Settlement Agreement approved by the Regional Director of Region 16 of the National Labor Relations Board in Case(s) 16-CB-240231." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at [marene.steben@nrlrb.gov](mailto:marene.steben@nrlrb.gov).

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees and Members made part of this agreement, that the Charged Party violated Section 8(b)(1)(A) of the Act by refusing to file a discharge grievance on behalf of (b) (6), (b) (7)(C) and refusing to furnish information to (b) (6), (b) (7)(C) related to (b) (6) discharge grievance pursuant to (b) (6) information request. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Gm



Recommended By:

Date 11/07/19

Approved By:

Date



Humberto A. Hernandez  
Field Examiner



Timothy L. Watson  
Regional Director, Region 16

11/8/19

(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** restrain or coerce you in the exercise of the above rights.

**WE WILL NOT** fail to timely file or process grievances for (b) (6), (b) (7)(C), or any other bargaining-unit employee, in an arbitrary or perfunctory manner, or for any other unlawful reason.

**WE WILL NOT** refuse to provide (b) (6), (b) (7)(C) with a copy of (b) (6) grievance file (b) (6) requested on (b) (6), (b) (7)(C) 2019, concerning (b) (6) discharge and **WE WILL NOT** refuse to provide any other bargaining unit employee with information requested concerning their grievance(s).

**WE WILL NOT** in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

**WE WILL** request Newtron Beaumont L.L.C. (Employer) accept and process the discharge grievance of (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) 2019, discharge and, if they agree, **WE WILL** promptly process the grievance.

**WE WILL** provide (b) (6), (b) (7)(C) the information (b) (6) requested on (b) (6), (b) (7)(C) 2019, related to (b) (6) grievance regarding (b) (6), (b) (7)(C) 2019, discharge.

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL UNION NO. 479**

(Labor Organization)

Case No. 16-CB-240231

Dated: 11-6-19

By:

(b) (6), (b) (7)(C)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572).*

*Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

**Telephone:**  
**Hours of Operation:**

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

**From:** [Steben, Marene](#)  
**To:** [Williams-Fisher, Tracy](#)  
**Subject:** FW: Case 16-CB-240231  
**Date:** Monday, November 18, 2019 2:07:33 PM

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**From:** Greg Macon <greg@ibew479.com>  
**Sent:** Friday, November 15, 2019 3:28 PM  
**To:** Steben, Marene <Marene.Steben@nlrb.gov>  
**Subject:** Case 16-CB-240231

Dear Ms. Steben:

Upon receiving the settlement agreement on Friday, November 15, 2019 in the above case, I have posted the notice in the required areas.

Please contact me at your earliest convenience regarding the electronic mailing requirements listed in our settlement agreement.

Thank you,

Greg Macon  
409-833-8252 ext 0

**From:** [Greg Macon](#)  
**To:** [Steben, Marene](#)  
**Cc:** [Williams-Fisher, Tracy](#)  
**Subject:** Re: Case 16-CB-240231  
**Date:** Monday, November 18, 2019 11:28:09 AM  
**Attachments:** [image003.jpg](#)  
[image004.jpg](#)

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Thank you for the clarification.

On Mon, Nov 18, 2019 at 10:26 AM Steben, Marene <[Marene.Steben@nlrb.gov](mailto:Marene.Steben@nlrb.gov)> wrote:

It is only for employees under the collective bargaining agreement.

Marene Steben, Compliance Officer

National Labor Relations Board

Fritz G. Lanham Federal Building

819 Taylor Street, Room 8A24

Fort Worth, TX 76102

682-703-7489 (direct dial)

817-978-2928 (fax)

202-674-2691 (cell)



**From:** Greg Macon <[greg@ibew479.com](mailto:greg@ibew479.com)>  
**Sent:** Monday, November 18, 2019 10:20 AM  
**To:** Steben, Marene <[Marene.Steben@nlrb.gov](mailto:Marene.Steben@nlrb.gov)>  
**Subject:** Re: Case 16-CB-240231

Thank you for your response.

We are currently in the process of requesting addresses from Newtron Beaumont, L.L.C.



Does this requirement include Union and non-Union employees, i.e. office staff and management? Or just employees working at Newtron Beaumont, L.L.C. under our collective bargaining agreement?

Thank you.

On Mon, Nov 18, 2019 at 10:10 AM Steben, Marene <[Marene.Steben@nrlb.gov](mailto:Marene.Steben@nrlb.gov)> wrote:

Greg:

Since you do not customarily communicate with members by email, we will not require you to do so. The mailing of the notice will suffice.

Thank you.

Marene Steben, Compliance Officer

National Labor Relations Board

Fritz G. Lanham Federal Building

819 Taylor Street, Room 8A24

Fort Worth, TX 76102

682-703-7489 (direct dial)

817-978-2928 (fax)

202-674-2691 (cell)



**From:** Greg Macon <[greg@ibew479.com](mailto:greg@ibew479.com)>

**Sent:** Monday, November 18, 2019 8:51 AM

**To:** Steben, Marene <[Marene.Steben@nrlb.gov](mailto:Marene.Steben@nrlb.gov)>

**Subject:** Case 16-CB-240231

Dear Ms. Steben:

We are currently in the process of completing our settlement agreement requirements regarding the above mentioned case.

One of the requirements is distributing notice via Electronic Mailing. Local Union 479 does not communicate with our membership via email. Furthermore, Local Union 479 does not request personal email addresses from our membership as we send communications via U.S. Mail. Additionally, the employer does not provide email addresses to their workers as they are outside construction workers, nor do they require their workers to provide personal email addresses to them.

As you may see, we are at a loss on how to complete this requirement. We previously addressed this issue with our Field Examiner, Humberto A. Hernandez. He said you would be the person we needed to address this issue with.

Thank you for your immediate attention in this matter.

Greg Macon

IBEW Local Union 479

Business Manager

**From:** [Steben, Marene](#)  
**To:** [Greg Macon](#)  
**Cc:** [Williams-Fisher, Tracy](#)  
**Subject:** FW: Case 16-CB-240231  
**Date:** Wednesday, November 20, 2019 12:15:21 PM  
**Attachments:** [image003.jpg](#)  
[image004.jpg](#)

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Greg:

After further discussions with the Region about this settlement, you WILL need to email the Notice to the members that you have email addresses for. The mailing of the Notices is only to the bargaining unit employees at Newtron. Let me know if you have questions.

Marene Steben, Compliance Officer  
National Labor Relations Board  
Fritz G. Lanham Federal Building  
819 Taylor Street, Room 8A24  
Fort Worth, TX 76102  
682-703-7489 (direct dial)  
817-978-2928 (fax)  
202-674-2691 (cell)



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**From:** Steben, Marene  
**Sent:** Monday, November 18, 2019 10:10 AM  
**To:** Greg Macon <greg@ibew479.com>  
**Cc:** Williams-Fisher, Tracy <Tracy.Williams-Fisher@nrlb.gov>  
**Subject:** RE: Case 16-CB-240231

Greg:

Since you do not customarily communicate with members by email, we will not require you to do so. The mailing of the notice will suffice.

Thank you.

Marene Steben, Compliance Officer  
National Labor Relations Board  
Fritz G. Lanham Federal Building  
819 Taylor Street, Room 8A24  
Fort Worth, TX 76102  
682-703-7489 (direct dial)

817-978-2928 (fax)  
202-674-2691 (cell)



**From:** Greg Macon <[greg@ibew479.com](mailto:greg@ibew479.com)>  
**Sent:** Monday, November 18, 2019 8:51 AM  
**To:** Steben, Marene <[Marene.Steben@nlrb.gov](mailto:Marene.Steben@nlrb.gov)>  
**Subject:** Case 16-CB-240231

Dear Ms. Steben:

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As you may see, we are at a loss on how to complete this requirement. We previously addressed this issue with our Field Examiner, Humberto A. Hernandez. He said you would be the person we needed to address this issue with.

Thank you for your immediate attention in this matter.

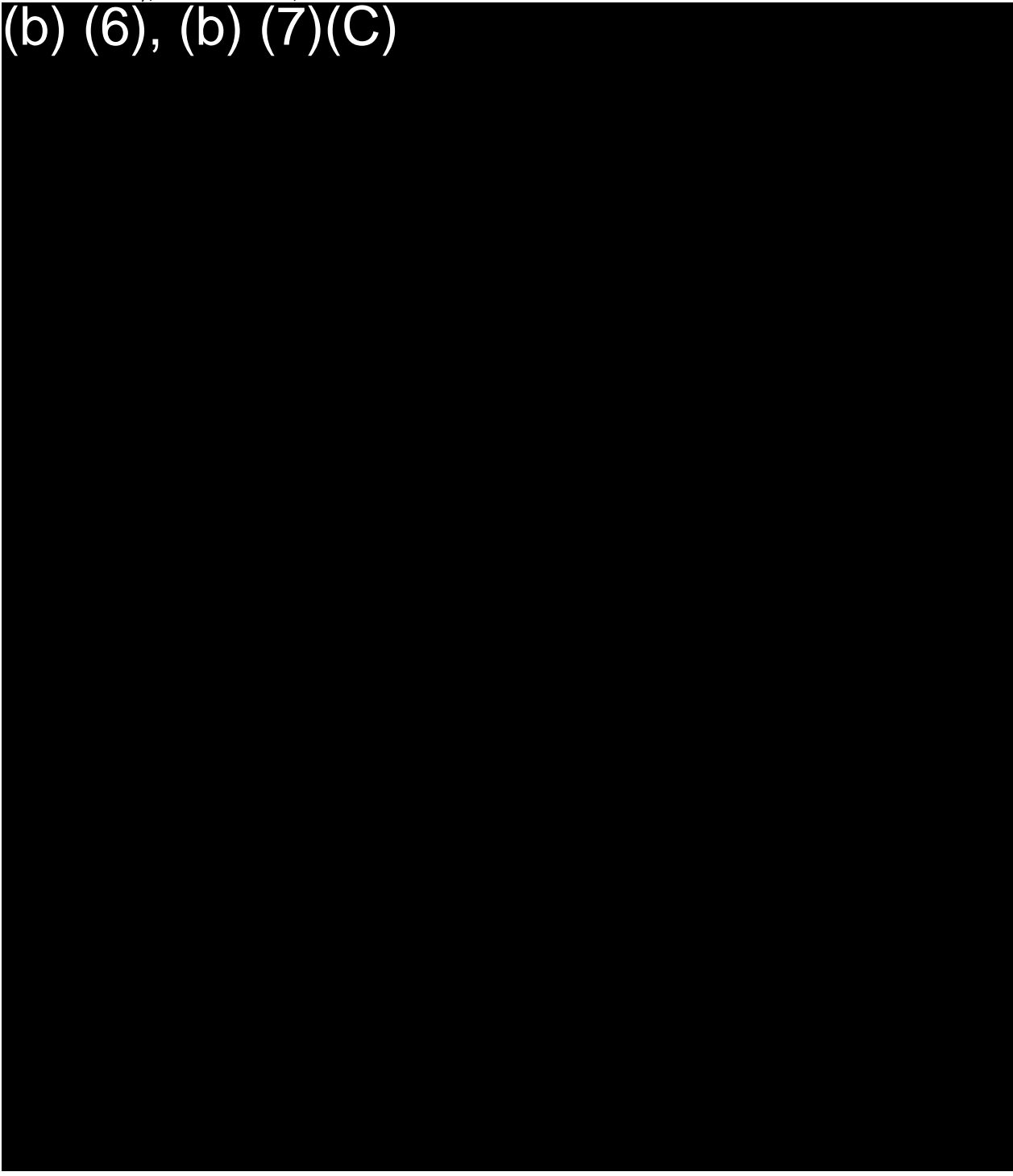
Greg Macon  
IBEW Local Union 479  
Business Manager

**From:** [Steben, Marene](#)  
**To:** [Williams-Fisher, Tracy](#)  
**Subject:** FW: Attached Notice  
**Date:** Thursday, November 21, 2019 3:10:40 PM  
**Attachments:** [Notice to Employees and Members.pdf](#)

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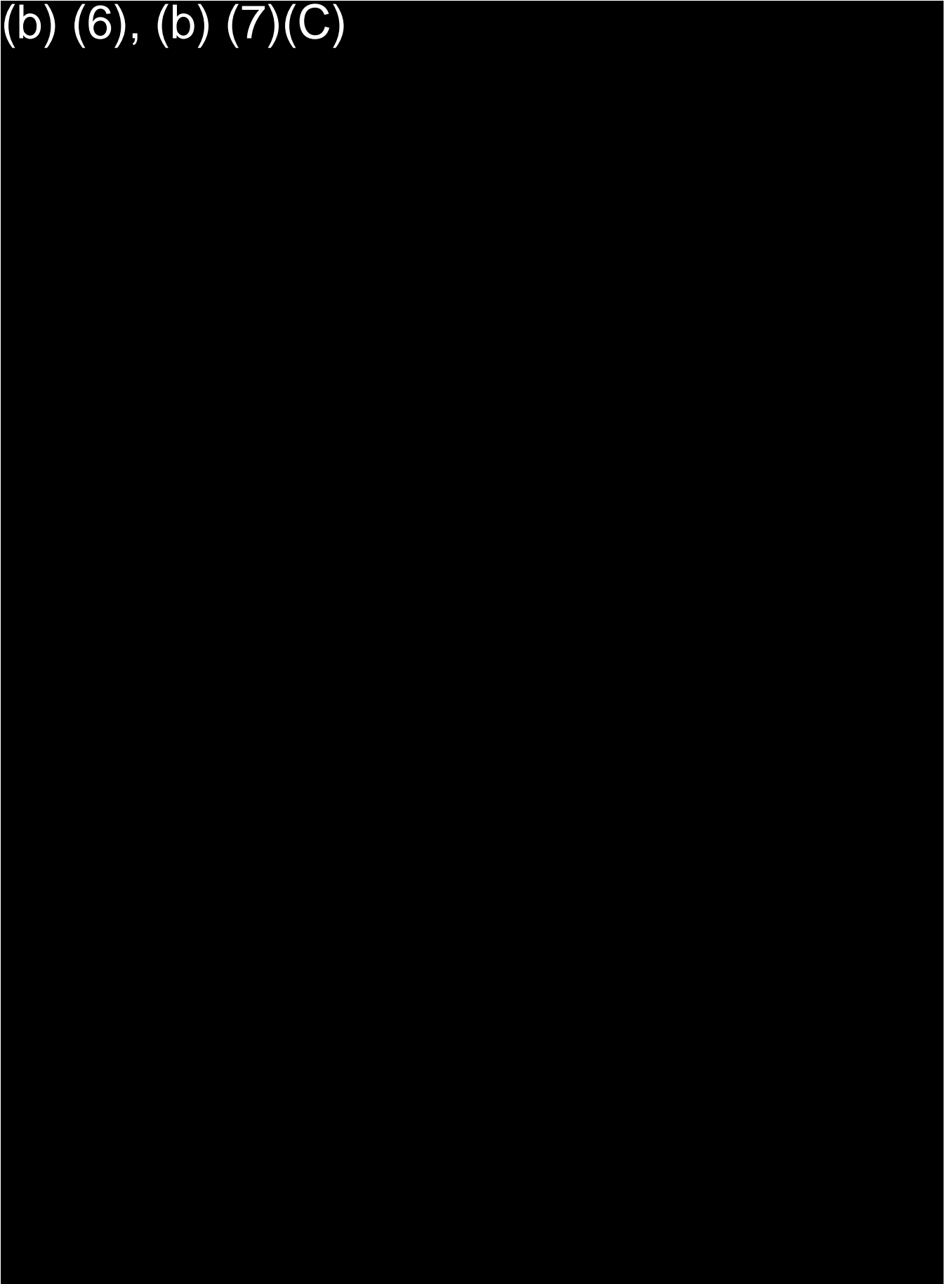
**From:** Greg Macon <greg@ibew479.com>  
**Sent:** Thursday, November 21, 2019 1:11 PM

(b) (6), (b) (7)(C)







(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



Steben,

Marene <Marene.Steben@nlrb.gov>

**Subject:** Attached Notice

We are distributing the attached Notice to Employees and Members to you pursuant to a Settlement Agreement approved by the Regional Director of Region 16 of the National Labor Relations Board in Case 16-CB-240231.



# NOTICE TO EMPLOYEES AND MEMBERS

**POSTED PURSUANT TO A SETTLEMENT AGREEMENT  
APPROVED BY A REGIONAL DIRECTOR OF THE  
NATIONAL LABOR RELATIONS BOARD  
AN AGENCY OF THE UNITED STATES GOVERNMENT**

**SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** restrain or coerce you in the exercise of the above rights.

**WE WILL NOT** fail to timely file or process grievances for (b) (6), (b) (7)(C), or any other bargaining unit employee, in an arbitrary or perfunctory manner, or for any other unlawful reason.

**WE WILL NOT** refuse to provide (b) (6), (b) (7)(C) with a copy of (b) (6), (b) (7)(C) grievance file (b) (6), (b) (7)(C) 2019, concerning (b) (6), (b) (7)(C) discharge and **WE WILL NOT** refuse to provide any other bargaining unit employee with information requested concerning their grievance(s).

**WE WILL NOT** in any like or related manner restrain or coerce you in the exercise of your rights under Section 7 of the Act.

**WE WILL** request Newtron Beaumont L.L.C. (Employer) accept and process the discharge grievance of (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) 2019, discharge and, if they agree, **WE WILL** promptly process the grievance.

**WE WILL** provide (b) (6), (b) (7)(C) the information (b) (6), (b) (7)(C) requested on (b) (6), (b) (7)(C) 2019, related to (b) (6), (b) (7)(C) grievance regarding (b) (6), (b) (7)(C) 2019, discharge.

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL UNION NO. 479**

(Labor Organization)

**Case No. 16-CB-240231**

**Dated:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov) and the toll-free number (844) 762-NLRB (6572).

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.**

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.

**CERTIFICATION OF COMPLIANCE**  
**(PART ONE)**

**RE: International Brotherhood of Electrical Workers, Local Union 479 (Newtron Group)**  
**Case 16-CB-240231**

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

**Physical Posting**

The signed and dated Notice to Employees and Members in the above matter was posted on

(date) 11/15/19 at the following locations: (List specific places of posting)

Dues office window, Conference Room, E-Board Room,  
Dispatch Office Window

**Electronic Distribution**

The signed and dated Notice to Employees and Members in the above captioned matter was also distributed electronically by e-mail on (date) 11/21/19. (Please forward a copy of that e-mail, with all of the recipient's e-mail addresses, to the Region's Compliance Officer at [marene.steben@nrlrb.gov](mailto:marene.steben@nrlrb.gov)).

**Mailing**

The signed and dated Notice to Employees and Members in the above captioned matter was mailed on (date) 11/21/19 to all current employees and former employees who were employed by the Employer in the Beaumont, Texas area at any time since January 26, 2019. Written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed is attached.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(b) (6), (b) (7)(C)**

11-26-19

This form should be returned to the Compliance Officer, together with **THREE** original Notices, dated and signed in the same manner as those posted. If the Certification of Compliance Part One is returned via e-file or e-mail, no hard copy of the Certification of Compliance Part One is required.



**CERTIFICATION OF COMPLIANCE**  
**(PART TWO)**

**RE: International Brotherhood of Electrical Workers, Local Union 479 (Newtron Group)**  
**Case 16-CB-240231**

**Information Provided**

On (date) November 26, 2019, the Union provided (b) (6), (b) (7)(C) the information (b) (6) requested on (b) (6), (b) (7)(C) 2019, related to (b) (6) grievance regarding (b) (6), (b) (7)(C) 2019, discharge.

On (date) November 18, 2019, the Union requested Newtron Beaumont L.L.C. (Employer) accept and process the discharge grievance of (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) 2019, discharge.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

**CHARGED PARTY/RESPONDENT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(b) (6), (b) (7)(C)

11-26-19

This form should be returned to the Compliance Officer. If the Certification of Compliance Part Two is returned via e-file or e-mail, no hard copy of the Certification of Compliance Part Two is required.





UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 16  
1919 Smith St., Ste. 1545  
Houston, TX 77002

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (281)228-5600  
Fax: (281)228-5619  
E-mail: [marene.steben@nlrb.gov](mailto:marene.steben@nlrb.gov)

Agent's Direct Dial: (682)703-7489

December 3, 2019

(b) (6), (b) (7)(C)

Re: International Brotherhood of Electrical  
Workers, Local Union 479  
(Newtron Group)  
Case 16-CB-240231

Dear (b) (6), (b) (7)(C):

We have been advised that on November 15, 2019 the Union posted the signed and dated Notice to Employees and Members in this matter at the following location(s):

- (1) Please see the attached Certification of Compliance  
Part One
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_

We have also been advised that on November 21, 2019 the Notice to Employees and Members was circulated via e-mail to all bargaining unit employees represented by the Union and its local, Local 479.

The Notice to Employees and Members in the above matter was also mailed on November 21, 2019, to all current employees and former employees who were employed by the Employer in the Beaumont, Texas area at any time since January 26, 2019.

If you have any information to the contrary, you should inform me promptly. As you know, the Employer is obligated to keep the notices posted continuously for a period of 60 days from the date of posting.

Any complaints regarding posting or any other aspects of compliance in this matter should be promptly directed to this office, in writing, together with any evidence you may have.

Very truly yours,

/s/ Marene Steben

MARENE STEBEN  
COMPLIANCE OFFICER



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 16  
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Agent's Direct Dial: (682)703-7489

December 3, 2019

MIKE DEFEE, PRESIDENT  
NEWTRON GROUP  
1905 INDUSTRIAL DR  
NEDERLAND, TX 77627

Re: International Brotherhood of Electrical  
Workers, Local Union 479  
(Newtron Group)  
Case 16-CB-240231

Dear Mr. DEFEE:

In accordance with provisions of the Settlement Agreement in the above matter, the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 479 has furnished this office with signed copies of the Notice to Employees and Members for posting at your facility if you so desire. These notices should remain posted for 60 consecutive days from the date of posting.

I am enclosing two copies of the Notice for this purpose.

Very truly yours,

/s/ Marene Steben

MARENE STEBEN  
COMPLIANCE OFFICER

Enclosures: Notices

**Greg Macon** <greg@ibew479.com>**Information on** (b) (6), (b) (7)(C)

2 messages

**Greg Macon** <greg@ibew479.com>

Fri, Nov 22, 2019 at 8:51 AM

To: Mdefee@ntned.com

Good morning Mike, Yesterday after our meeting you mentioned that you would gather the information that we needed for (b) (6), (b) (7)(C) grievance. I was just curious when you think you might have that ready? The NLRB has given us a deadline to have that information in the mail by Nov. 26. Thanks for your help.

Greg Macon

Business Manager/Financial Secretary

409-833-8252 ext. 208 office

409-344-3659 cell

**Mike Defee** <mdefee@ntned.com>

Fri, Nov 22, 2019 at 7:59 AM

To: Greg Macon &lt;greg@ibew479.com&gt;

Greg,

There's no way I can have that for November 26<sup>th</sup>. We filed all of that stuff. I have sent this to our attorney to review and once we get a reply from them, we will turn over the applicable information.

Thanks,

**Mike Defee**

*President – General Manager*

**Newtron Beaumont LLC**

D: 409-719-5603 | C: 409-790-9157

[email](#) | [website](#) | [facebook](#) | [linkedin](#)



**LiveIt.**

Notice: This email has been sent to you by an employee of one of The Newtron Group's subsidiary companies. As a subsidiary company, its assets and obligations are separate from and independent of The Newtron Group. Please contact the sender if a clarification of this statement is required.

[Quoted text hidden]





Greg Macon &lt;greg@ibew479.com&gt;

**(b) (6), (b) (7)(C) request**

3 messages

**Greg Macon** <greg@ibew479.com>

Tue, Nov 19, 2019 at 3:14 PM

To: mdefee@ntned.com

Cc: (b) (6), (b) (7)(C)@setxneca.org&gt;

Please see attached letter.

Greg Macon



(b) (6), (b) (7)(C) request for Newtron doc.PDF

434K

**(b) (6), (b) (7)(C)@setxneca.org>**

Tue, Nov 19, 2019 at 9:05 PM

To: Greg Macon &lt;greg@ibew479.com&gt;

Cc: mdefee@ntned.com

Greg,

The referenced Settlement is between the NLRB and LU 479; is the NLRB agent handling the Settlement aware that Newtron Beaumont, LLC has already adjudicated the NLRB charge filed by (b) (6), (b) (7)(C) ? Why is LU 479 proposing such burdensome requests for information on the Employer pursuant to a Settlement to which they were not a party?

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

SETX Chapter of NECA

Ph: (b) (6), (b) (7)(C)

[Quoted text hidden]





Greg Macon &lt;greg@ibew479.com&gt;

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**Re-opening of the (b) (6), (b) (7)(C) grievance**

3 messages

**Greg Macon** <greg@ibew479.com>


Mon, Nov 18, 2019 at 10:21 AM

To: (b) (6), (b) (7)(C)@setxneca.org&gt;

Cc: mdefee@ntned.com

See attached

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 **ReOpen Grievance (b) (6), (b) (7)(C) .PDF**  
569K**Mike Defee** <mdefee@ntned.com>

Mon, Nov 18, 2019 at 10:24 AM

To: Greg Macon &lt;greg@ibew479.com&gt;, (b) (6), (b) (7)(C)@setxneca.org&gt;

No thank you!

**Mike Defee***President – General Manager***Newtron Beaumont LLC**

D: 409-719-5603 | C: 409-790-9157

[email](#) | [website](#) | [facebook](#) | [linkedin](#)

Notice: This email has been sent to you by an employee of one of The Newtron Group's subsidiary companies. As a subsidiary company, its assets and obligations are separate from and independent of The Newtron Group. Please contact the sender if a clarification of this statement is required.

**From:** Greg Macon <greg@ibew479.com>  
**Sent:** Monday, November 18, 2019 10:22 AM  
**To:** (b) (6), (b) (7)(C)@setxneca.org>  
**Cc:** Mike Defee <mdefee@ntned.com>  
**Subject:** Re-opening of the (b) (6), (b) (7)(C) grievance

See attached

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(b) (6), (b) (7)(C)@setxneca.org>  
To: Greg Macon <greg@ibew479.com>  
Cc: mdefee@ntned.com

Tue, Nov 19, 2019 at 8:59 PM

Greg,

As discussed on November 18, the Employer (Newtron Beaumont LLC) declines to re-open the above referenced Grievance.

Sincerely,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

SETX Chapter of NECA

Ph: (b) (6), (b) (7)(C)

[Quoted text hidden]

GREG MACON  
BUS. MGR. FIN. SEC.



**INTERNATIONAL BROTHERHOOD OF**

*Electrical Workers*

P.O. BOX 29

BEAUMONT, TEXAS 77704

(409) 833-8252

(409) 833-4799 FAX

**LOCAL UNION 479**

November 18, 2019

(b) (6), (b) (7)(C)

NECA

2825 Wilcrest, Ste. 303

Houston, Texas 77042

Dear (b) (6), (b) (7)(C):

Per the Settlement Agreement (see attached) with the National Labor Relations Board this letter is requesting that your office reopen the (b) (6), (b) (7)(C) 2019, Grievance against Newtron Beaumont LLC for violation of the following:

Wrongful termination of (b) (6), (b) (7)(C) occurring on (b) (6), (b) (7)(C) 2019

Please contact my office to discuss Newtron's willingness to reopen this Grievance. Thank you for your attention in this matter.

Sincerely,

Greg Macon  
Business Manager &  
Financial Secretary

GM (b) (6)

cc: Newtron LLC



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 16  
1919 Smith St., Ste. 1545  
Houston, TX 77002

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Fax: (281)228-5619  
E-mail: [marene.steben@nlrb.gov](mailto:marene.steben@nlrb.gov)

Agent's Direct Dial: (682)703-7489

December 31, 2019

JIMMY BURK, BUSINESS MANAGER  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS LOCAL UNION NO. 479  
1430 SPINDLETOP RD  
BEAUMONT, TX 77705

Re: International Brotherhood of Electrical  
Workers, Local Union 479  
(Newtron Group)  
Case 16-CB-240231

Dear Mr. BURK:

The notice posting period in the above matter will expire on January 14, 2020. On that date please have a responsible official of the Union complete the enclosed "Confirmation of 60-Day Posting" form and immediately return it to the Regional Office by fax or e-mail. Upon confirmation of the posting, full compliance with the affirmative provisions, and no reported violations of the Settlement Agreement, I will recommend that the case be closed on compliance.

You may also submit your documents by E-Filing through our website, [www.nlr.gov](http://www.nlr.gov). To file electronically using the Agency's e-filing system, go to our website at [www.nlr.gov](http://www.nlr.gov) and: 1) Click on E-File documents; 2) Enter your NLRB Case Number; and 3) Follow the detailed instructions.

Very truly yours,

/s/ Marene Steben

MARENE STEBEN  
COMPLIANCE OFFICER

Enclosure



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 16  
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E-mail: [marene.steben@nlrb.gov](mailto:marene.steben@nlrb.gov)

Agent's Direct Dial: (682)703-7489

December 31, 2019

(b) (6), (b) (7)(C)

Re: International Brotherhood of Electrical  
Workers, Local Union 479  
(Newtron Group)  
Case 16-CB-240231

Dear (b) (6), (b) (7)(C):

Our records show that the Charged Party has complied with the terms of the Settlement Agreement and the case is now ready to be closed. Unless you advise us and submit evidence by January 14, 2020 that the Settlement Agreement has not been complied with, I will assume that you are satisfied with the compliance by the Charged Party and will recommend the case be closed.

Very truly yours,

/s/ Marene Steben

MARENE STEBEN  
COMPLIANCE OFFICER



**From:** [Steben, Marene](#)  
**To:** (b) (6), (b) (7)(C)  
**Cc:** [Williams-Fisher, Tracy](#)  
**Subject:** SET.16-CB-240231.InformalSettlementAgreementSigned (b) (6), (b) (7)(C).pdf  
**Date:** Friday, January 3, 2020 10:28:02 AM  
**Attachments:** [SET.16-CB-240231.InformalSettlementAgreementSigned \(b\) \(6\), \(b\) \(7\)\(C\).pdf](#)  
[image001.jpg](#)

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(b) (6), (b) (7)(C):

I received a message that were requesting a copy of the Settlement Agreement and the Notice for the above-captioned case. Please find attached the documents you requested. You should have previously received a copy of these. If you need anything further, please let me know.

Marene Steben, Compliance Officer  
National Labor Relations Board  
Fritz G. Lanham Federal Building  
819 Taylor Street, Room 8A24  
Fort Worth, TX 76102  
682-703-7489 (direct dial)  
817-978-2928 (fax)  
202-674-2691 (cell)



**From:** [Steben, Marene](#)  
**To:** [Williams-Fisher, Tracy](#)  
**Subject:** FW: LTR.16-CB-240231.Solicit Compliance from Union-Sent to Union (3)  
**Date:** Friday, January 3, 2020 11:33:19 AM  
**Attachments:** [LTR.16-CB-240231.Solicit Compliance from Union-Sent to Union \(3\).docx](#)  
[image002.jpg](#)

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For NxGen

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**From:** Steben, Marene  
**Sent:** Friday, January 3, 2020 10:30 AM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** LTR.16-CB-240231.Solicit Compliance from Union-Sent to Union (3)

This letter plus the previous documents I sent to you are what would have been sent to your home address.

Marene Steben, Compliance Officer  
National Labor Relations Board  
Fritz G. Lanham Federal Building  
819 Taylor Street, Room 8A24  
Fort Worth, TX 76102  
682-703-7489 (direct dial)  
817-978-2928 (fax)  
202-674-2691 (cell)



**From:** [Greg Macon](#)  
**To:** [Steben, Marene](#); [Williams-Fisher, Tracy](#)  
**Subject:** Case 16-CB-240231  
**Date:** Tuesday, January 14, 2020 11:30:15 AM  
**Attachments:** [NLRB Confirmation of 60 Day Posting.PDF](#)

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Please see attached "Confirmation of 60-Day Posting"

Thank you,  
Greg Macon

**CONFIRMATION OF 60-DAY POSTING**

**International Brotherhood of Electrical Workers, Local Union 479  
(Newtron Group)  
Case 16-CB-240231**

The Notice to Employees and Members provided by the National Labor Relations Board in the above matter remained continuously and conspicuously posted for at least 60 days.

**CHARGED PARTY/RESPONDENT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(b) (6), (b) (7)(C)**

1-14-2020



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 16  
819 Taylor St., Rm. 8A24  
Fort Worth, TX 76102-6107

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (817)978-2921  
Fax: (817)978-2928

January 16, 2020

JIMMY BURK, BUSINESS MANAGER  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS LOCAL UNION NO. 479  
1430 SPINDLETOP RD  
BEAUMONT, TX 77705

Re: International Brotherhood of Electrical  
Workers, Local Union 479  
(Newtron Group)  
Case 16-CB-240231

Dear Mr. BURK:

The above-captioned case has been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

/s/ Timothy L. Watson

TIMOTHY L. WATSON  
REGIONAL DIRECTOR

cc: (b) (6), (b) (7)(C)

MIKE DEFEE, PRESIDENT  
NEWTRON GROUP  
1905 INDUSTRIAL DR  
NEDERLAND, TX 77627